



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***JANUARY 20, 2004  
2:00 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA***

**1. Call to Order--Roll Call.**

The Invocation will be delivered by The Reverend Bill Case, Pastor, Garden City Grace Brethren Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

**NOTICE:**

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, January 22, 2004, at 7:00 p.m., and Saturday, January 24, 2004, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

## **ANNOUNCEMENTS:**

**THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.**

**THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.**

**ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.**

**ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, TO OBTAIN AN APPLICATION.**

## **2. PRESENTATIONS AND ACKNOWLEDGMENTS:**

A Resolution memorializing the late Ernest W. Ballou, former Judge, Circuit Court. P 11

A Resolution memorializing the late James N. Kincanon, former City Attorney, and President and Treasurer of the Roanoke Bar Association. P 13

A Resolution memorializing the late Lawrence H. Hamlar. P 15

## **3. CONSENT AGENDA**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

C-1 Minutes of the regular meetings of Council held on Monday, November 17, 2003, recessed until Friday, November 21, 2003; and Monday December 1, 2003. P 17

RECOMMENDED ACTION: Dispense with the reading of the minutes and approve as recorded.

C-2 A communication from Council Member Alfred T. Dowe, Jr., Chair, City Council Personnel Committee, requesting that Council convene in a Closed Meeting to discuss the mid-year performance of three Council-Appointed Officers, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended. P 18

RECOMMENDED ACTION: Concur in the request.

- C-3      A communication from the City Attorney requesting that Council convene in a Closed Meeting to consult with legal counsel regarding actual litigation where such consultation in open session would adversely affect the City's negotiating or litigating posture, pursuant to Section 2.2-3711(A)(7), Code of Virginia (1950), as amended. P 19

RECOMMENDED ACTION: Concur in the request.

- C-4      A communication from William L. Bova tendering his resignation as a member of the Industrial Development Authority, effective January 9, 2004. P 20

RECOMMENDED ACTION: Accept the resignation and receive and file the communication.

- C-5      Qualification of the following persons:

Alvin L. Nash as a Trustee of the Roanoke City School Board, to fill the unexpired term of Melinda J. Payne, resigned, ending June 30, 2004; and

Bittle W. Porterfield, III, as a member of the Roanoke Valley Resource Authority, for a term ending December 31, 2007.

RECOMMENDED ACTION: Receive and file.

## **REGULAR AGENDA**

### **4. PUBLIC HEARINGS: NONE.**

### **5. PETITIONS AND COMMUNICATIONS:**

- a.      Request of Roanoke City Retirees to address Council regarding pension supplements for retirees. C. R. Martin, President, Spokesperson. (Sponsored by Council Members Linda F. Wyatt and William D. Bestpitch) P 21



## 6. REPORTS OF OFFICERS:

### a. CITY MANAGER:

BRIEFINGS: NONE.

#### ITEMS RECOMMENDED FOR ACTION:

1. Execution of a Subgrant Agreement with the Blue Ridge Housing Development Corporation, Inc., in connection with the 2004 World Changers Project. P 23;  
R 48
2. Amendment to the City Code to reflect recent updates to the Virginia Uniform Statewide Building Code. P 49;  
O 51
3. Transfer of funds in connection with snow removal. P 53;  
B/O 55
4. Execution of an Agreement with the Department of Criminal Justice Services to accept a V-STOP grant, in the amount of \$34,023.00. P 56;  
B/O 58;  
R 59
5. Execution of an Amendment to the Lease Agreement with Blue Eagle Partnership in connection with office space located at The Civic Mall, 1501 Williamson Road, N.W. P 60;  
O 72
6. Authorization to develop guidelines for implementation of the Public-Private Education Facilities and Infrastructure Act of 2002. P 73;  
O 74

### b. CITY ATTORNEY:

1. Authorization to execute an agreement to extend full benefits of participation in the City's Classification and Pay Plans to the Clerk of the Circuit Court, deputies and employees. P 76;  
R 84

c. **CITY CLERK:**

1. Notice of expiration of the three-year term of office of Ruth C. Willson; and expiration of the term of office of Alvin L. Nash, to fill the unexpired term of Melinda J. Payne, as Trustees of the Roanoke City School Board, on June 30, 2004. Applications for the vacancies will be received in the City Clerk's Office until 5:00 p.m., on Wednesday, March 10, 2004.

P 85

d. **DIRECTOR OF FINANCE:**

1. Authorization to issue up to \$60 million in refunding bonds.

P 87;  
R 90

**7. REPORTS OF COMMITTEES:**

- a. Report of the Roanoke City School Board for appropriation and transfer of funds to various school accounts; and a recommendation of the Director of Finance that Council concur in the request. Richard L. Kelley, Assistant Superintendent for Operations, Spokesperson.
- b. Presentation of the By-Laws and Strategic Plan for the Roanoke Neighborhood Advocates. Carl D. Cooper, Chair-Elect, Spokesperson.

P 104;  
B/O 108

P 110

**8. UNFINISHED BUSINESS: NONE.**

**9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.**

**10. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

**11. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

**CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.**

**12. CITY MANAGER COMMENTS:**

**CERTIFICATION OF CLOSED SESSION.**



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***JANUARY 20, 2004  
7:00 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA***

**Call to Order -- Roll Call.**

The Invocation will be delivered by Mayor Ralph K. Smith.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Smith.

Welcome. Mayor Smith.

**NOTICE:**

The Council meeting will be televised live by RVTv Channel 3 to be replayed on Thursday, January 22, 2004, at 7:00 p.m., and Saturday, January 24, 2004, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

## **PRESENTATIONS AND ACKNOWLEDGEMENTS:**

Shining Star Award.

### **A. PUBLIC HEARINGS:**

1. Request of Creekside Center, LLC, to rezone two tracks of land located at the intersection of Shenandoah Avenue and Peters Creek Road, N. W., identified as Official Tax Nos. 6030116 and 6030106, from RM-2, Residential Multi-Family, Medium Density District, to C-2, General Commercial District. Maryellen F. Goodlatte, Attorney, Spokesperson. P 122;  
O 133
2. Proposed formation of the Western Virginia Water Authority to acquire, finance, construct, operate, manage and maintain a water, waste water, sewage disposal and storm water control system and related facilities, pursuant to the Virginia Water and Waste Water Authorities Act. Darlene L. Burcham, City Manager. P 135;  
O 137

### **B. OTHER BUSINESS:**

1. Request of Ms. Sharon Sue Altice, 2515 Daleton Boulevard, N. E., to present certain neighborhood concerns. (Sponsored by Council Members Linda F. Wyatt and M. Rupert Cutler) P 143

### **C. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

**CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENSTO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.**

**MOTION AND CERTIFICATION  
WITH RESPECT TO  
CLOSED MEETING**

**FORM OF MOTION:**

I move, with respect to any Closed Meeting just concluded, that each member of City Council in attendance certify to the best of his or her knowledge that (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by the members of Council in attendance.

**PLEASE NOTE:**

1. The forgoing motion shall be made in open session at the conclusion of each Closed Meeting.
2. Roll call vote included in Council's minutes is required.
3. Any member who believes there was a departure from the requirements of subdivisions (1) and (2) of the motion shall state prior to the vote the substance of the departure that, in his or her judgement, has taken place. The statement shall be recorded in the minutes of City Council.

WMH

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION memorializing the late Ernest W. Ballou, a native of Roanoke and retired Judge of the Twenty-third Judicial Circuit of the Commonwealth of Virginia.

WHEREAS, the members of Council learned with sorrow of the passing of Judge Ballou on Tuesday, January 6, 2004;

WHEREAS, Judge Ballou grew up in Roanoke, was educated at Jefferson High School, Roanoke College and Emory and Henry College, and received his law degree from the School of Law of the University of Virginia School in 1949;

WHEREAS, Judge Ballou served as a Naval officer aboard the destroyer escort U.S.S. McClelland in the Pacific Theater during World War II, and was recalled to service during the Korean Conflict and served on active duty for 18 months;

WHEREAS, Judge Ballou retired from the Naval Reserve in 1966, with the rank of Commander;

WHEREAS, Judge Ballou practiced law for some 20 years, was one of the most respected members of the Roanoke bar, and served as president of the Roanoke Bar Association;

WHEREAS, Judge Ballou in 1969 was appointed Judge of the Hustings Court of the City of Roanoke, one of the courts that, under Virginia's Judicial Reorganization Act of 1973, became the Circuit Court of the City of Roanoke, in the Twenty-third Judicial Circuit of Virginia;

WHEREAS, Judge Ballou thereafter served with distinction as Circuit Judge until his retirement on December 31, 1986, afterwards sitting by designation in Roanoke and in difficult and complex cases elsewhere in the Commonwealth;

WHEREAS, Judge Ballou focused on assuring that the business of the court was promptly and justly disposed of, and his acumen, ability and energy earned him respect of the legal community throughout the Commonwealth of Virginia, and he was a willing and able tutor to young lawyers;

WHEREAS, Judge Ballou took the lead in working closely with the City of Roanoke to assure that Roanoke's outmoded courthouse was replaced by a modern, safe, and adequate structure approved and funded by action of City Council, rather than mandated by Court order;

WHEREAS, Judge Ballou was instrumental in bringing to Roanoke a random jury selection system which assured that every segment of the community was fairly represented on jury panels;

WHEREAS, Judge Ballou was a devoted husband, father, and grandfather, who enjoyed spending time with his family, and was an avid weekend golfer.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. City Council adopts this resolution as a means of recording its deepest regret and sorrow at the passing of The Honorable Ernest W. Ballou, and extends to his family its sincerest condolences.

2. The City Clerk is directed to forward an attested copy of this resolution to Judge Ballou's daughter, Kathryn B. Clement, of Charlotte, North Carolina, and to his three sons, B. Wade Ballou, Jr., of Falls Church, Virginia, Eric B. Ballou, of Richmond, Virginia, and Robert S. Ballou, of Roanoke, Virginia.

ATTEST:

City Clerk.



WMH

## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION memorializing the late James N. Kincanon, former City Attorney, and President and Secretary/Treasurer of the Roanoke Bar Association.

WHEREAS, the members of Council learned of the passing of Mr. Kincanon on December 26, 2003;

WHEREAS, Mr. Kincanon was born in Clarksville, Mississippi, on January 8, 1912, the son of a minister, who moved the family to Roanoke soon after his birth;

WHEREAS, Mr. Kincanon, who "read" the law, was self-taught and passed the State Bar examination on his first try, becoming licensed to practice law in Virginia on June 30, 1934;

WHEREAS, Mr. Kincanon joined the Navy in 1942, during World War II, and was Commanding Officer of LST-572, which took part in the Pacific campaign, delivering tanks, trucks, troops, and supplies to various islands and participated in the invasion of Okinawa; and in 1944, on a 10-day leave, Mr. Kincanon both met and married Louisa Frances Booth, his wife of 60 years;

WHEREAS, Mr. Kincanon retired with the rank of Commander from the Naval Reserve in 1971;

WHEREAS, Mr. Kincanon was hired as Assistant to the City Attorney on November 16, 1948, and was appointed City Attorney on May 5, 1965, and he served the City well and took pride in his careful guardianship of the legal position of the City until his retirement on January 5, 1977;

WHEREAS, he served as a member of the City of Roanoke Centennial Commission and the Roanoke Valley Bicentennial Commission and was a Director of the Roanoke Valley Historical Society;

WHEREAS, in April of 1976, the Roanoke Valley Historical Society proposed to City Council the renovation and restoration of the Crystal Spring Pumping Station building and the 71-year old Snow steam pump housed therein as a community Bicentennial project, and upon City Council's approval of the volunteer project, Mr. Kincanon worked diligently with numerous individuals, organizations and businesses to make this project become a reality and by August, 1976, it was substantially complete and ready for public view; and

WHEREAS, Mr. Kincanon served as the Secretary-Treasurer of the Roanoke Bar Association for 50 years, and after his retirement as Secretary-Treasurer, in honor of his long service to the Roanoke Bar Association, the Board of Directors in 1997, established the James N. Kincanon Scholarship Fund, of which he was particularly proud.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. City Council adopts this resolution as a means of recording its deepest regret and sorrow at the passing of James N. Kincanon, and extends to his family its sincerest condolences.
2. The City Clerk is directed to forward an attested copy of this resolution to Mr. Kincanon's widow, Frances B. Kincanon, Roanoke, Virginia, and to his sons and daughters-in-law, Peter and Ellen Kincanon, Hardy, Virginia, James N. Kincanon, Jr., Roanoke, Virginia, and John and Susan Kincanon, Santa Clarita, California.

ATTEST:

City Clerk.

WMH

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION memorializing the late Lawrence H. Hamlar, a native of Roanoke and President and co-owner of Hamlar-Curtis Funeral Home.

WHEREAS, the members of Council learned with sorrow of the passing of Mr. Hamlar on Wednesday, December 31, 2003;

WHEREAS, Mr. Hamlar grew up in Roanoke and graduated from Virginia State College and the Gupton-Jones School of Mortuary Science in Atlanta, Georgia.;

WHEREAS, Mr. Hamlar and his wife, Constance Johnson Hamlar, started Hamlar-Curtis Funeral Home in 1952 with Cecil and Marilyn Curtis;

WHEREAS, Mr. Hamlar and several other African-American men who were avid golfers formed the Pine Valley Golf Association in 1959, which operated the Claytor family golf course to allow African-Americans to participate in the sport;

WHEREAS, Mr. Hamlar played an important role in ending segregation in Roanoke during the 1960's through his involvement as a member of the biracial committee who helped integrate local lunch counters, movie theaters, golf courses, and hospitals;

WHEREAS, Mr. Hamlar was a supporter of former Mayor Noel C. Taylor and helped to launch Dr. Taylor's political career by serving as his first campaign manager;

WHEREAS, Mr. Hamlar was the first African-American member of Roanoke's exclusive Shenandoah Club;

WHEREAS, Mr. Hamlar was an outspoken advocate of education and established funds at Roanoke College and Virginia Western Community College to aid minority students;

WHEREAS, Mr. Hamlar was an active civic and business leader in the community and served on the boards of many local organizations including the Roanoke City School Board, Valley Bank of Roanoke, Roanoke College, Virginia Western Community College, the Science Museum of Western Virginia, Roanoke Symphony Orchestra, the Roanoke Ballet, the United Negro College Fund, Total Action Against Poverty, and Explore Park;

WHEREAS, Mr. Hamlar also was a member of the Henry Street Revival Committee, the Design '85 Steering Committee, the State Advisory Council of the Small Business Administration, the Citizens Committee for Higher Education, Action '94, and the National Association for the Advancement of Colored People;

WHEREAS, Mr. Hamlar was awarded the Noel C. Taylor Distinguished Humanitarian Award in 1993, named Citizen of the Year by Roanoke City Council in 2000, received an honorary doctorate of humane letters from Roanoke College, and was included in the Junior Achievement of Southwest Virginia Hall of Fame, the YMCA's Wall of Fame, and the Pine Valley Golf Association Hall of Fame.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. City Council adopts this resolution as a means of recording its deepest regret and sorrow at the passing of Lawrence H. Hamlar, and extends to his family its sincerest condolences.

2. The City Clerk is directed to forward an attested copy of this resolution to Mr. Hamlar's son, George Hamlar of Roanoke, Virginia.

ATTEST:

City Clerk.

**Minutes will be available on the Internet on  
Wednesday, January 21, 2004.**



**RALPH K. SMITH**  
Mayor

# **CITY OF ROANOKE**

## **CITY COUNCIL**

215 Church Avenue, S.W.  
Noel C. Taylor Municipal Building, Room 456  
Roanoke, Virginia 24011-1536  
Telephone: (540) 853-2541  
Fax: (540) 853-1145

**Council Members:**  
William D. Bestpitch  
M. Rupert Cutler  
Alfred T. Dowe, Jr.  
Beverly T. Fitzpatrick, Jr.  
C. Nelson Harris  
Linda F. Wyatt

January 20, 2004

The Honorable Mayor and Members  
of the Roanoke City Council  
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

I wish to request a Closed Meeting to discuss the mid-year performance of three Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

A handwritten signature in black ink, appearing to be "ATD", with a long horizontal line extending to the right.

Alfred T. Dowe, Jr., Chair  
City Council Personnel Committee

ATD:snh



**WILLIAM M. HACKWORTH**  
CITY ATTORNEY

**CITY OF ROANOKE**  
**OFFICE OF CITY ATTORNEY**  
464 MUNICIPAL BUILDING  
215 CHURCH AVENUE, SW  
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431  
FAX: 540-853-1221  
EMAIL: cityatty@ci.roanoke.va.us

**ELIZABETH K. DILLON**  
**STEVEN J. TALEVI**  
**GARY E. TEGENKAMP**  
**DAVID L. COLLINS**  
**HEATHER P. FERGUSON**  
ASSISTANT CITY ATTORNEYS

January 20, 2004

The Honorable Mayor and Members  
of City Council  
Roanoke, Virginia

Re: Request for closed meeting

Dear Mayor Smith and Council Members:

This is to request that City Council convene a closed meeting for consultation with legal counsel regarding actual litigation where such consultation in open session would adversely affect the City's negotiating or litigating posture, pursuant to §2.2-3711.A.7, Code of Virginia (1950), as amended.

With kindest personal regards, I am

Sincerely yours,

A handwritten signature in black ink that reads "William M. Hackworth". The signature is written in a cursive, flowing style.

William M. Hackworth  
City Attorney

WMH:f

cc: Darlene L. Burcham, City Manager  
Mary F. Parker, City Clerk

**William L. Bova**

3402 Sunchase Ct.  
Roanoke, VA 24018

CITY CLERK 04 JAN 05 PM 11:04

Mary F. Parker  
City Clerk  
215 Church Ave. SW Room 465  
Noel C. Taylor Municipal Building  
Roanoke, VA 24011

January 8, 2004

Dear Mrs. Parker:

Because I will soon be relocating to another state, please be advised that I am resigning my seat on the Roanoke Industrial Development Authority as of January 9, 2004.

It was my privilege to have served the citizens of Roanoke on this Authority, and please pass along my appreciation to the members of Council for having appointed me.

Thank you,



William L. Bova

pc: Harwell M. Darby, Jr., Esq.





**RALPH K. SMITH**  
Mayor

# CITY OF ROANOKE

## CITY COUNCIL

215 Church Avenue, S.W.  
Noel C. Taylor Municipal Building, Room 456  
Roanoke, Virginia 24011-1536  
Telephone: (540) 853-2541  
Fax: (540) 853-1145

**Council Members:**  
William D. Bestpitch  
M. Rupert Cutler  
Alfred T. Dowe, Jr.  
Beverly T. Fitzpatrick, Jr.  
C. Nelson Harris  
Linda F. Wyatt

January 20, 2004

The Honorable Mayor and Members  
of City Council  
Roanoke, Virginia

Dear Mayor and Members of Council:

We jointly sponsor a request of C. R. Martin to address Council with regard to pension supplements for retirees at the regular meeting of City Council on Monday, January 20, 2004.

Sincerely,

A handwritten signature in black ink that reads "Linda F. Wyatt". The signature is written in a cursive style.

Linda F. Wyatt, Council Member

A handwritten signature in black ink that reads "William D. Bestpitch". The signature is written in a cursive style.

William D. Bestpitch, Council Member

LFW/WDB:snh

c: City Attorney  
Director of Finance  
City Clerk

Jan 13 2004



Request to speak on  
January 20, 2004  
at 2:00 pm

To address Council  
members for pay raises  
for Ric. City Refuse

C. R. Martin  
President  
Ric. City Refuse



# CITY OF ROANOKE

## OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building  
215 Church Avenue, S.W., Room 364  
Roanoke, Virginia 24011-1591  
Telephone: (540) 853-2333  
Fax: (540) 853-1138  
CityWeb: [www.roanokegov.com](http://www.roanokegov.com)

January 20, 2004

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr., Council Member  
Honorable Beverly T. Fitzpatrick, Jr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor and Members of Council:

Subject: Subgrant Agreement with Blue  
Ridge Housing Development  
Corporation, Inc., for the 2004  
World Changers Project

### Background:

World Changers, a volunteer ministry of the North American Mission Board, Southern Baptist Convention (World Changers), brings together youth and adults from across the Nation to participate in housing and related community service projects. Last year, under a subgrant agreement with Blue Ridge Housing Development Corporation, Inc. (BRHDC), which provided Community Development Block Grant (CDBG) funding for materials and other support, approximately 450 World Changers volunteers assisted in repairing more than 40 homes in the city. During the project, housing for workers was provided by the Roanoke City School Board. Given the 2003 project's success and the productive working relationships that were established, the City, BRHDC and World Changers are looking to conduct another project during the summer of 2004. A total of \$80,000 in CDBG funds is to be committed to the 2004 project, as detailed in the attached draft subgrant agreement. These funds were authorized by City Council under Resolution No. \_\_\_\_-010504, adopted January 5, 2004, which amended the City's Consolidated Plan to add the 2004 World Changers project.

The Honorable Mayor and Members of Council  
January 20, 2004  
Page 2

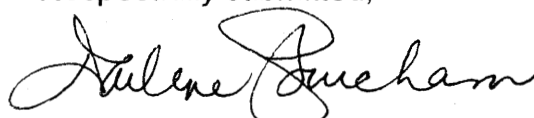
Considerations:

A subgrant agreement, similar in form and content to the attachment to this Council Letter, will outline the activities to be undertaken by BRHDC and World Changers. Housing for the World Changers volunteers will again be provided by the Roanoke City School Board; arrangements are being finalized by BRHDC and the City's Youth Services Superintendent directly with school officials.

Recommended Action:

Authorize the City Manager to execute a CDBG Subgrant Agreement with Blue Ridge Housing Development Corporation, Inc., similar in form and content to the attachment to this Council Letter, such agreement to be approved as to form by the City Attorney.

Respectfully submitted,



Darlene L. Burcham  
City Manager

Attachments

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
Jesse A. Hall, Director of Finance  
Sherman M. Stovall, Acting Director of Management and Budget  
Frank E. Baratta, Budget Team Leader

Report # CM03-00248

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# AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the following parties:

The Grantee	-	City of Roanoke, Virginia 215 Church Avenue, S.W. Roanoke, Virginia 24011
The Subgrantee	-	Blue Ridge Housing Development Corporation, Inc. 510 11 <sup>th</sup> Street, N.W. Roanoke, Virginia 24017

## WITNESSETH

WHEREAS, by Resolution No. \_\_\_\_-010504, adopted January 5, 2004, Roanoke City Council authorized amending the 2003-2004 Annual Update to the Consolidated Plan to provide funding for the 2004 World Changers activities; and

WHEREAS, by Resolution No. \_\_\_\_-\_\_\_\_\_, Roanoke City Council authorized the execution of a subgrant agreement between the Grantee and the Subgrantee to conduct the 2004 World Changers activities and by Ordinance No. \_\_\_\_-\_\_\_\_\_ appropriated funds therefor;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES:**

- a. **General** – Activities to be undertaken by the Subgrantee under this Agreement shall be known as the “Summer 2004 World Changers Housing Rehabilitation Project” (the “Project”) and have as their purpose the rehabilitation of single-family housing. Through CDBG funding provided by the Grantee, the Subgrantee will coordinate the rehabilitation of approximately thirty (30) homes located in targeted areas of the City of Roanoke. In addition, the Subgrantee may coordinate community service projects such as block litter clean-ups, gateway beautification, planting trees or shrubbery in the areas of property rehabilitation. All homes assisted with CDBG funds under this Agreement shall be the principal residences of “eligible homeowners,” as described in section 1.b. below. Further, housing activities shall be conducted in a manner consistent with the due diligence and budget attached to this Agreement.
- b. **Eligible Homeowners** -- For the purposes of this Agreement, an "eligible homeowner" shall mean a family whose income, adjusted for family size, does not exceed 80% of the area median income defined by the U.S. Department of Housing and Urban Development (“HUD”) and in effect at the time the family

applies for assistance. In addition, the home for which the family is applying for assistance must be the family's principal residence. The Subgrantee shall prepare, and retain with records of the Project, documentation of its determination of each eligible family's size and income, including the name, age, and the sources and estimated amount of income anticipated for the succeeding twelve months for each individual related by birth, marriage or adoption living in the same household at the time of the determination.

- c. Allowable Expenditures -- Funds provided by the Grantee under this Agreement shall be used by the Subgrantee solely for the costs associated with coordinating the rehabilitation of approximately thirty (30) homes in the targeted areas of the City of Roanoke. Except as indicated below, funds under this Agreement may be expended for any necessary, reasonable and allowable CDBG costs, including, but not necessarily limited to, staff, marketing, property preparation, supplies and equipment rental, rehabilitation costs, and other related costs associated with the Project. With the Grantee's prior approval, expenditures may also include the cost of capacity-building activities of the Subgrantee.
- d. Period of this Agreement -- This Agreement shall be effective as of \_\_\_\_\_, 2004, and, unless amended, shall end September 30, 2004.

2. **BUDGET**

Unless amended, the total amount of CDBG fund provided by the Grantee under this Agreement shall not exceed \$80,000. Of this amount, not more than \$8,100 shall be used by the Subgrantee for general administrative, project delivery and capacity-building activity costs without prior written approval from the Grantee. At the sole discretion of the Grantee, any funds remaining unexpended as of the end date of this Agreement may be deobligated from the Agreement and made available for other CDBG projects of the Grantee, as appropriate.

3. **REQUESTS FOR DISBURSEMENTS OF FUNDS**

- a. Disbursement of funds under this Agreement shall not be requested until the funds are needed for payment of allowable expenses. The amount of each disbursement request must be limited to the amount needed.
- b. In general, disbursements shall be requested no more frequently than monthly, and shall be submitted to the Grantee's Department of Management and Budget in form and content satisfactory to the Grantee, including copies of invoices or bills from vendors supporting the request. Requests for payment of staff wages and benefits shall be supported by payroll summaries or similar documentation.
- c. Disbursement of funds to the Subgrantee for properly documented requests will generally be made within ten (10) days of receipt, subject to the allowability

of costs and the timely receipt of monthly reports (see section 5 below).

- d. All requests for disbursements of funds associated with activities under this Agreement must be received by the Grantee within 30 calendar days of the ending date set forth in section 1.d. above. The Grantee shall not be bound to honor requests for disbursements received after this 30-day period has expired.

#### 4. **RECORDS REQUIREMENTS**

- a. Records to be maintained -- At a minimum, the Subgrantee shall maintain financial and project documents and records which comply with the requirements of 24 CFR 570.506, and 570.507, as applicable.
- b. Period of record retention -- In compliance with the requirements of 24 CFR 570.502(b), the Subgrantee shall retain financial and project documents and records pertaining to this Agreement for a period of four (4) years, as applicable, or the conclusion of any legal or administrative process requiring their use, whichever is later.
- c. Access to records -- The Grantee and other entities shall have access to financial and project documents and records pertaining to this Agreement in compliance with the applicable requirements of 24 CFR 84.53.

#### 5. **REPORTING REQUIREMENTS**

- a. By the 7th working day following the end of each month, the Subgrantee shall report the progress of activities covered by this Agreement, in a format acceptable to the Grantee's Department of Management and Budget. Such monthly reports shall include, but not be limited to, the following:
  - (1) A narrative section summarizing progress to-date on each program included under the Scope of Services and documents any matching funds identified or to be contributed by the Subgrantee;
  - (2) A list of monthly gross program income receipts from all sources;
  - (3) A list of any real or non-expendable personal property, including equipment, purchased with CDBG funds; and
  - (4) A table providing data on each housing unit and eligible family assisted (see Attachment A for minimum data elements to be reported).
- b. The Subgrantee agrees to submit any other reports or documentation as requested by the Grantee concerning activities covered under this agreement.

6. **MONITORING**

The Subgrantee shall monitor the progress of the project covered by this Agreement, and shall submit appropriate reports to the Grantee's Department of Management and Budget. In addition, it is the Grantee's intention to monitor the Subgrantee's performance and financial and programmatic compliance, which may include on-site reviews, at least once during the period of this Agreement.

7. **ANNUAL AUDIT**

As an entity receiving more than \$300,000 in federal funding from the Grantee, the Subgrantee shall provide for an annual independent audit of the CDBG/HOME expenditures under this Agreement which complies with OMB Circular A-133. Within 30 days following its completion, two (2) copies of the audit will be provided to the Grantee's Department of Management and Budget.

8. **PROGRAM INCOME:**

"Program income" means gross income received by the Grantee or Subgrantee directly generated from the use of CDBG funds. Program income from any and all sources shall be submitted to the Grantee within five (5) days of its receipt by the Subgrantee. No program income is expected.

9. **REVERSION OF ASSETS**

- a. Upon expiration or termination of this Agreement, including any amendments thereto, the Subgrantee shall transfer to the Grantee any CDBG funds or Program Income on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.
- b. Any real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:
  - (1) Shall continue for a period of not less than five years following expiration of this Agreement, including any amendments thereto, to be used to meet one of the CDBG national objectives cited in 24 CFR 570.208; or
  - (2) If the property is not used in accordance with paragraph (1) above, the Subgrantee shall pay the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment shall be considered Program Income to the Grantee.

10. **SUSPENSION AND TERMINATION**

In the event the Subgrantee materially fails to comply with any term of the



Agreement, the Grantee may suspend or terminate, in whole or in part, this Agreement or take other remedial action in accordance with 24 CFR 85.43. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

11. **COMPLIANCE WITH FEDERAL REGULATIONS**

The Subgrantee agrees to abide by the HUD conditions for CDBG programs as set forth in Attachment B and all other applicable federal regulations relating to specific programs performed hereunder. Further, the Subgrantee agrees to require compliance with applicable federal regulations of the contractor by agreement.

12. **SECTION 504:**

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination against the disabled in any federal assisted program.

13. **OTHER PROGRAM/PROJECT REQUIREMENTS**

In addition to other requirements set forth herein, the Subgrantee shall likewise comply with the applicable provisions of Subpart K of 24 CFR 570, in accordance with the type of project assisted. Such other requirements include, but are not necessarily limited to, the following.

- b. Property standards and lead-based paint -- All housing assisted shall meet the Statewide Building Code and the lead-based paint requirements in 24 CFR 570.608. In accordance with regulations, the Subgrantee shall adhere to lead-based paint abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
- d. Section 109 -- In accordance with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d)), no person in the United States shall on grounds of race, color, religion, sex or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds available under this Agreement. (See also Attachment B.)
- e. Conditions for religious organizations -- The Subgrantee shall not grant or loan any CDBG funds to primarily religious organizations for any activity including secular activities. In addition, funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. In particular, there shall be no religious or membership criteria for homeowners to be assisted under this Agreement.
- f. Labor standards -- As herein structured, the program covered by this

Agreement is not considered subject to federal Labor Standards, including prevailing (Davis-Bacon) wage rates for non-volunteer labor. Such standards will be applicable in the event CDBG funds are used for infrastructure improvements. Such standards will also become applicable for any single structure in which more than 7 housing units are assisted.

- g. Environmental standards -- In accordance with 24 CFR 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, historic significance, floodplain, and hazardous sites. The Grantee has performed the tiered review necessary to initiate the preliminary program activities; however, no CDBG funds may be expended for a given property prior to the Subgrantee's individual property review and completion of the required Subgrantee environmental checklist. All specifications for proposed housing rehabilitation under this Agreement will be submitted to the Grantee's Department of Management and Budget for review as to compliance with Section 106 of the National Historic Preservation Act. The results of this historic review shall be reflected in the Subgrantee's environmental checklist and no work shall proceed on any given property until the Subgrantee has completed the respective checklist, including the results of the historic review.
- h. Displacement and relocation -- In accordance with 24 CFR 570.606, the Subgrantee shall take all reasonable steps to minimize displacement as a result of the activities described in section 1. Any persons displaced as a result of the activities under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.
- i. Employment and contracting opportunities -- In accordance with 24 CFR 570.607, the activities under this Agreement are subject to the requirements of Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968. The former prohibits discrimination on federally-assisted construction contracts and requires contractors to take affirmative action regarding employment actions. The latter provides that, to the greatest extent feasible and consistent with federal, state and local laws, employment and other economic opportunities arising housing rehabilitation, housing construction and public construction projects shall be given to low- and very-low-income persons. (See also Attachment B.)
- j. Debarment and suspension -- In accordance with 24 CFR 24, the Subgrantee shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any of the activities under this Agreement. The Subgrantee will submit to the Grantee's Department of Management and Budget the names of all contractors and subcontractors selected under this Agreement to determine if such contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.

- k. Uniform administrative requirements -- The Subgrantee shall comply with the requirements and standards set forth in 24 CFR 570.502, and all applicable CDBG and other federal regulations pertaining to the activities performed under this Agreement.
- l. Conflict of interest -- In accordance with 24 CFR 570.611, no covered individual who exercises any functions or responsibilities with respect to the program, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subgrantee shall incorporate, or cause to be incorporated, in any contracts or subcontracts pursuant to this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

14. **EQUAL EMPLOYMENT OPPORTUNITY**

Non-Discrimination: During the performance of this Agreement, the Subgrantee agrees as follows:

- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subgrantee. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subgrantee, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, will state that such Subgrantee is an equal opportunity employer.
- c. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Subgrantee will include the provisions of the foregoing subsections (a), (b) and (c) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

15. **DRUG-FREE WORKPLACE**

The Subgrantee will: (i) provide a drug-free workplace for the Subgrantee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture,

sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that the Subgrantee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with this contract.

16. **FAITH-BASED ORGANIZATIONS**

Pursuant to §2.2-4343.1 of the Code of Virginia (1950), as amended, the City of Roanoke does not discriminate against faith-based organizations.

17. **THIRD-PARTY CONTRACTS**

The Grantee shall not be obligated or liable hereunder to any party other than the Subgrantee.

18. **INDEMNIFICATION**

The Subgrantee agrees and binds itself and its successors and assigns to indemnify, keep and hold the Grantee and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the Subgrantee including: (a) the Subgrantee's use of the streets or sidewalks of the Grantee or other public property; (b) the performance under this Agreement; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of the Subgrantee to perform any duty imposed upon or assumed by Subgrantee by or under this Agreement. In the event that any suit or proceeding shall be brought against the Grantee or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with the Subgrantee on account thereof, the Subgrantee, upon notice given to it by the Grantee or any of its officers, employees, agents, volunteers or representatives, will pay all costs of defending the Grantee or any of its officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgement being awarded against the Grantee or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with the Subgrantee, then the Subgrantee will pay such settlement or judgement in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the Grantee or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

19. **INDEPENDENT CONTRACTOR**

Services performed under this agreement shall be performed on an independent contractor basis and under no circumstances shall this Agreement be construed as establishing an employee/employer relationship. The Subgrantee shall be completely responsible for its activities in performing services hereunder.

20. **SUCCESSORS**

This Agreement shall be binding upon each of the parties, and their assigns, purchasers, trustees, and successors.

21. **ENTIRE AGREEMENT**

This Agreement, including all of its Attachments, represents the entire agreement between the parties and shall not be modified, amended, altered or changed, except by written agreement executed by the parties.

22. **AMENDMENTS**

The Grantee may, from time to time, require changes in the obligations of the Subgrantee hereunder, or its City Council may appropriate further funds for the implementation of this HOME rehabilitation project. In such event or events, such changes which are mutually agreed upon by and between the Grantee and the Subgrantee shall be incorporated by written amendment to this Agreement.

21. **GOVERNING LAW**

This Agreement shall be governed by laws of the Commonwealth of Virginia.

23. **AVAILABILITY OF FUNDS**

CDBG and/or HOME funding to be made available by the Grantee under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the Grantee, this Agreement may be terminated in whole or in part.

24. **ANTI-LOBBYING**

To the best of the Subgrantee's knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If

any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. **INSURANCE**

- a. **Requirement of insurance.** The Subgrantee shall, at its sole expense, obtain and maintain during the life of this Agreement or shall ensure that such insurance is obtained and maintained in place, the insurance policies required by this section. Any required insurance policies shall be effective prior to the beginning of any work or other performance by the Subgrantee under this Agreement. The following policies and coverages are required:
  - (1) **Commercial General Liability.** Commercial general liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Subgrantee's performance under this Agreement. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence.
  - (2) **Automobile Liability.** The minimum limit of liability for automobile liability insurance shall be \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.
- b. **Umbrella Coverage.** The insurance coverages and amounts set forth in subsections (1) and (2) of this section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000.00. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1) and (2), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Subgrantee to this City.
- c. **Evidence of Insurance.** All insurance shall meet the following requirements:
  - (1) Prior to execution of this Agreement, the Subgrantee, or its designee shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles. Such certificates shall be attached to this Agreement at the time of execution of this Agreement and shall be furnished in a timely fashion to demonstrate continuous and uninterrupted coverage of all of the required forms of

insurance for the entire term of this Agreement.

- (2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the Risk Management Officer for the City of Roanoke."
- (3) The required certificate or certificates of insurance shall name the City of Roanoke, its officers, employees, agents, volunteers and representatives as additional insureds.
- (4) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written:

ATTEST:

FOR THE GRANTEE:

By \_\_\_\_\_  
Mary F. Parker, City Clerk

By \_\_\_\_\_  
Darlene L. Burcham, City Manager

ATTEST:

FOR THE SUBGRANTEE:

By \_\_\_\_\_  
Cyndi Stultz, Secretary

By \_\_\_\_\_  
Alvin Nash, President and CEO

APPROVED AS TO CDBG ELIGIBILITY

APPROVED AS TO FORM

\_\_\_\_\_  
Department of Management and Budget

\_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO EXECUTION

APPROPRIATION AND FUNDS  
FOR THIS CONTRACT CERTIFIED

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Director of Finance

Date \_\_\_\_\_

Account # \_\_\_\_\_



**Attachments**

**Attachment A – Housing/Beneficiary Reporting Elements**

**Attachment B – Special Federal Terms and Conditions**

**Attachment C – BRHDC Due Diligence**

**Attachment D – BRHDC Budget**

### **Housing/Beneficiary Reporting Elements**

On a monthly basis, the Subgrantee shall provide a narrative report to the Grantee summarizing progress on the project to-date. Accompanying the narrative, the Subgrantee shall submit data in a table or spreadsheet format that is needed in order that the Grantee may complete its required reports to HUD. Data provided by the Subgrantee shall include:

- Property
  - Address
  - Number of bedrooms
  - Status (pending, under construction, completed or sold)
- Homeowner
  - Name
  - Total family income (projected for 12 months following determination)
  - Number in family
  - Ethnic group
  - Whether family is headed by a single female
  - Whether head of household is disabled
- CDBG funds committed to property
- Prime Contractor (if applicable)
  - Name
  - Federal I.D. Number (or Owner Social Security Number)
  - Whether Minority-Owned, Women-Owned or Both
  - CDBG funds committed to Prime
- Subcontractor (if applicable; provide separate data for each subcontractor)
  - Name
  - Federal I.D. Number (or Owner Social Security Number)
  - Whether Minority-Owned, Women-Owned or Both
  - CDBG funds committed to Subcontractor

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SPECIAL TERMS AND CONDITIONS  
(Agreements \$10,000 or Over)

1. **"Section 3" Compliance -- Provision of Training, Employment and Business Opportunities:**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Subgrantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Subgrantee will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Subgrantee will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Subgrantees and contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

- 2. **Equal Employment Opportunity:** Contracts subject to Executive Order 11246, as amended: Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD-assisted construction contracts.

The Subgrantee shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause: "During the performance of this contract, the Subgrantee agrees as follows:

- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Subgrantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subgrantee will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- e. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Subgrantee may be declared ineligible for further Government contracts or Federally-assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Subgrantee will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States."

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Subgrantees and contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subgrantee debarred from, or who has not demonstrated eligibility for

Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subgrantees and contractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the cause to the Department of Justice for appropriate legal proceedings.

3. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that the Subgrantee and the United States are beneficiaries of and entitled to enforce such covenant. The Subgrantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
4. **Section 504 and Americans with Disabilities Act:**

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, which prohibit discrimination against the disabled in any federal assisted program.
5. **Obligations of Subgrantee with Respect to Certain Third-party Relationships:** The Subgrantee shall remain fully obligated under the provisions of the Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant shall comply with all lawful requirements of the Applicant necessary to insure that the program, with respect to which assistance is being provided under this Agreement to the Subgrantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1974.
6. **Interest of Certain Federal Officials:** No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share

or part of this Agreement or to any benefit to arise from the same.

7. **Prohibition Against Payments of Bonus or Commission:** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval or applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
8. **"Section 109":** This Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. 3535(d). No person in the United States shall on the ground of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
9. **Access to Records and Site of Employment:** This agreement is subject to the requirements of Executive Order 11246, Executive Order 1375, Civil Rights Act of 1964, as amended. Access shall be permitted during normal business hours to the premises for the purpose of conducting on-site compliance reviews and inspecting and copying such books, records, accounts, and other material as may be relevant to the matter under investigation and pertinent to compliance with the Order, and the rules and regulations promulgated pursuant thereto by the Subgrantee. Information obtained in this manner shall be used only in connection with the administration of the Order, the administration of the Civil Rights Act of 1964 (as amended) and in furtherance of the purpose of the Order and that Act.
10. **Legal Remedies for Contract Violation:** If the Subgrantee materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following action, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee,
  - b. Disallow all or part of the cost of the activity or action not in compliance,
  - c. Wholly or partly suspend or terminate the current Agreement, or
  - d. Take other remedies that may be legally available.

<b>2004 World Changers Due Diligence</b>				
<b>Updated December 18, 2003</b>				
<b>Date Completed</b>	<b>Start Date</b>	<b>Projected End Date</b>	<b>Activity</b>	<b>Responsible Staff</b>
			<b>PLANNING AND MEETINGS</b>	
	Nov.	Dec. 18	Establish project budget	BRHDC, City
Dec. 16	Dec. 16	Dec. 16	WC Steering Committee meets	City, BRHDC, WC
	Dec. 8	Dec. 22	Define target areas and blocks, present to City	BRHDC
	Nov.	Jan. 20	Preparing/public process for funds allocation	City
		If needed--early Jan.	Send written confirmation to WC that funding for building materials is approved	City, BRHDC
	Dec. 19	Jan. 20	Approve WC budget, BRHDC & City sign contract	N/A
Jan. 22-23	Prepare: 12/16	Jan. 22-23	Attend WC Coordinators Retreat (2 persons)	WC/CDBG
		Feb	Submit appl. for 2004 contingent on 2003 results	WC (Allen Krueger)
	Jun-30	June 29th	WC Project maps for each area—50 total	Gilian
		June 29th	35-50 Roanoke City maps	Allen
		June 29th	Directions and maps from William Fleming to each project site	Allen
	Jun-30	Jul-3	Reminders/calendars/maps sent to Board members	Gilian
	Jul-2	Jul-2	Final WC Project Meeting-3PM, BR Conference room	Gilian arranges--all parties attend
	Jun-25	Jul-3	Schedule BR Board members/City Youth Services to deliver drinks/Popsicles to work sites	BRHDC, Marion
	Jun-30	Jul-9	Master cell phone list distributed	Gilian, Allen
			<b>HOMEOWNER OUTREACH</b>	
	Dec. 19	Dec. 23	Send initial letter and application to homeowners	BRHDC
	Dec. 23		Application intake and homeowner eligibility determination	BRHDC
		Dec. 23 - ongoing	Outreach and marketing to residents	BRHDC
		If needed--Feb.	Mail 2nd outreach letter to homeowners	BRHDC
		End of March	Send project update to all homeowners	BRHDC
		Beg. Of May	Notify homeowners: selected or denied for WC	BRHDC
	Jun-10	Jun. 21 & 22	Hold homeowner info meetings for both WC neighborhoods	Gilian
	Jun-30	Jul-10	Homeowners sign BR liability waivers	Gilian
	Jul-12	Jul-12	Homeowners sign WC Work Site Info forms	WC crew chiefs
	Jul-14	Jul-15	Homeowners evaluate project-pass out forms	Gilian
			<b>WC MATERIALS &amp; RENTAL EQUIP. DUE DILIGENCE</b>	
	June		Secure any supplies donations	BRHDC and Allen Krueger



<b>2004 World Changers Due Diligence</b>				
<b>Updated December 18, 2003</b>				
<b>Date Completed</b>	<b>Start Date</b>	<b>Projected End Date</b>	<b>Activity</b>	<b>Responsible Staff</b>
	Jun-11	Jun-11	Order materials for WC projects	Jim
	Jun-25	Jun-25	Secure Dumpsters	Gilian
	Jul-1	Jul-6	Set up procedure w/ Home Depot for running misc. items, cash register & phone line for WC	Cindy, Jim, Allen gives names
	Jul-7	Jul-7	Bulk materials delivered to Fleming	Jim, Home Depot
	Jul-7	Jul-10	Coordinate delivery of materials, port-a-lets, Dumpsters, set up rental equipment	Jim, Gilian
	Jul-7	Jul-10	Materials delivered to 30 WC sites	Jim tells Home Depot, Dave & Allen to coordinate
			<b>MARKETING</b>	
		7/5/04	Obtain logos from all sponsoring companies, groups involved	Gilian, Allen, other groups
	Jun-30	Jul-5	Order banner & signs welcoming WC at neighborhoods, Fleming	Gilian
	Jul-7	Jul-9	Hang banner at Fleming, post signs at sites	Gilian, Fast Signs
	Jun-30	Jul-9	Marquees welcoming WC @ Fleming & Ruffner	Marion
	Jul-28	Jul-28	Press release sent to all media sources	Allen
	Jun-30	Jul-13	Feature story--2-3 homeowners: <u>Roanoke Times</u>	Jennifer Kincaid, Gilian & Allen give names
	Jun-30		Feature story: <u>Tribune</u>	Gilian
	Jul-8	Jul-10	Channel 7 interviews 2 homeowners	Jennifer Wishon, Gilian gives names
			<b>LEGAL &amp; GRANT PROCEDURES</b>	
	Dec.-17	Jan. 20th	City Council approves WC grant funding	Frank B.
N/A	N/A	July 2nd	Building permits if needed	Jim
	March	Jul-1	Environmental review complete for all 30 WC projects	Jim
	Jul-9	Jul-12	Lead pamphlet delivery/sign-off	BRHDC
	Feb. 1	*due monthly by 7th	Monthly report to City	Gilian
		Aug-31	Final draw for reimbursement from City	Cindy, Jim
		Sep-1	Submit final report to City	Gilian
			<b>SITE SELECTION &amp; PREP</b>	
	Feb. 1	Feb. 20	Preliminary selection of units	BRHDC
		By Feb. 22	Send Dave Adams list of units	BRHDC
	Feb. 22	Feb. 23	Dave Adams & Allen review targeted homes and work write-ups	World Changers, BRHDC
	Feb.	April	Work write-ups complete	BRHDC
	Feb.	April	Lead-based paint assessment	Chevalier, AIA
		End of March	Send work write-ups to WC	BRHDC
	End of Feb.	April	Final selection of units	World Changers

2004 World Changers Due Diligence				
Updated December 18, 2003				
Date Completed	Start Date	Projected End Date	Activity	Responsible Staff
			<b>REPAIR ACTIVITIES, CLEAN-UP</b>	
	Jun-28	Jul-10	Lead based paint prep if needed	Jim
	Jun-30	Jul-10	Pre-project repairs as needed	Jim & contractor
	Jul-10	Jul-10	BRHDC Bd., staff, City attend Opening Ceremony: William Fleming @ 4:30PM	All parties
	Jul-12	Jul-16	WC Housing Repair activities	WC
	Jul-12	Jul-16	Run additional supplies as needed	WC runners
	Jul-12	Jul-16	Lunch mtg. w/ WC--@ 12:00 Noon daily, Preston Oaks Fellowship Hall	Gilian, WC oversight
	Jul-12	Jul-16	Lunch mtg. w/ Dave	Jim, Dave
	July 12 and 16	July 12 and 16	BR Board delivers Popsicles to work sites at 1:30 PM	BR Board members
	Jul-12	Jul-16	Photograph work sites & Closing Ceremony	
	Jul-12	Jul-16	Videotape Closing Ceremony	Cindy
	Jul-16	Jul-16	BRHDC Bd., staff, City attend Closing Ceremony: William Fleming @ 7:00PM	All parties
	Jul-17	Jul-30	Clean-up and finish up WC jobs as needed	Allen-local church crews, Gilian, contractors
	Jul-17	Jul-30	Additional clean-up as required for lead-based paint clearance	Jim, contractors
			<b>MISC. ACTIVITIES</b>	
	Dec.	June	Secure donations cell phones and local volunteers	BRHDC and Allen Krueger
	Jul-10	Jul-17	Shelter and meals for World Changers participants	WC
	Jul-12	Jul-16	Coordinate lunches and other misc. items	Local churches
		Mid August	Thank-yous to all sponsors, volunteers, etc.	Gilian
		Sept. 2004	Meet w/ WC reps to evaluate project	?

**2004 World Changers - Project Budget (12.18.03)**  
**Blue Ridge Housing Development Corporation**

Activity	Cost	Source of Funds
<b>Personnel</b>		
Staff costs	\$7,350	CDBG
Admin	\$0	Blue Ridge In-kind
<b>Application Process</b>		
Outreach and marketing to residents	\$350	CDBG
<b>Advertisement of Project</b>		
Printing/Signage	\$400	CDBG
Bulletin board	in-kind	Private source
News & radio advertisement	in-kind	Private source
<b>Property Preparation</b>		
Work write-ups & inspections: \$40 per write-up (40 total)	\$1,600	CDBG
Environment review, incl. historic	City in-kind	City of Roanoke
Lead-based paint control/abatement (estimated 2 units @ \$2,500 per unit)*	\$5,000	CDBG
*please note that LBP abatement may be necessary for up to 25 units, which would increase this figure to \$62,500		
<b>Supplies and Rental Equipment</b>		
Rehab materials (avg. \$1,200 per house - 35 total)	\$42,000	CDBG
materials delivery costs	in-kind donation	Home Depot (est. value \$1000)
scaffolding & other equipment rentals	\$9,860	CDBG
Port-a-johns (5 days, approx. 25 @ \$40 ea. )	\$1,000	CDBG
Dumpsters (5 days)	\$4,200	CDBG
Cell phones and walkie-talkies (5 days, 2 ea. per neighborhood)	Donation	Private source
<b>Housing repair activities</b>		
Housing repair activities	Volunteer	World Changers
Lead-based paint assessment services (35 units @ \$44 ea.)	\$1,540	CDBG
contractors to finish uncompleted projects/(post-project contingency)	\$6,000	CDBG
General clean-up		CDBG/volunteers
<b>Other Costs</b>		
Trip to WC Coordinators Retreat	\$700	WC will pay for one person, CDBG for the other
<b>GRAND TOTAL</b>	<b>\$80,000</b>	

## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

536  
1/12/04

A RESOLUTION authorizing the City Manager to enter into a 2003-2004 Community Development Block Grant (CDBG) Subgrant Agreement with the Blue Ridge Housing Development Corporation, Inc., regarding the World Changers project, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City, a 2003-2004 CDBG Subgrant Agreement with the Blue Ridge Housing Development Corporation, Inc., regarding the World Changers project, as more particularly set forth in the City Manager's letter dated January 20, 2004, to Council, such agreement to be approved as to form by the City Attorney.

ATTEST:

City Clerk.



## **CITY OF ROANOKE OFFICE OF THE CITY MANAGER**

Noel C. Taylor Municipal Building  
215 Church Avenue, S.W., Room 364  
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Telephone: (540) 853-2333  
Fax: (540) 853-1138  
CityWeb: [www.roanokegov.com](http://www.roanokegov.com)

January 5, 2004

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr., Council Member  
Honorable Beverly T. Fitzpatrick, Jr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Amendment to City Code-  
Section 7-5 and 7-35  
Regarding Building  
Regulations

### **Background:**

Effective October 1, 2003, The Virginia Department of Housing and Community Development adopted the 2000 Edition of the Virginia Uniform Statewide Building Code (USBC) for the purpose of establishing minimum regulations to govern the construction and maintenance for buildings and structures. The provisions of the USBC are based on nationally recognized model building codes published by the International Code Council, Inc. and are made part of the USBC by reference. The USBC also contains administrative provisions governing the use of the model codes and establishing requirements for the enforcement of the code by the local building departments and other code enforcement agencies.

### **Considerations:**


Amending the Code of the City of Roanoke will reflect in the City Code the recent amendments to the Virginia USBC, by referring to the updated code sections that were adopted by the State, and which are enforced at the local level.

Honorable Mayor and Members of Council  
January 20, 2004  
Page 2

Recommended Action:

City Council Adopt an ordinance (attachment) amending Sections 7-5 and 7-35 of the Code of the City of Roanoke to bring the City Code into conformity with the recent amendments to the Virginia Uniform statewide Building Code.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darlene Burcham", written in a cursive style.

Darlene L. Burcham  
City Manager

DLB:rls

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
Jesse A. Hall, Director of Finance  
Brian Townsend, Director, Planning Building and Development  
Ronald L. Smith, Building Commissioner

CM03-00250

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending §7-5, Adopted; where copies filed, and §7-35, Definitions, of Article II, Building Code, of Chapter 7, Building Regulations, of the Code of the City of Roanoke (1979), as amended, to update code enforcement regulations; and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The Code of the City of Roanoke (1979), as amended, is hereby amended and reordained by amending §7-5, Adopted; where copies filed, and §7-35, Definitions, of Article II, Building Code, of Chapter 7, Building Regulations, to read and provide as follows:

Sec. 7-5. Adopted; where copies filed.

The provisions, requirements and regulations contained in the *Virginia Uniform Statewide Building Code of Virginia (1996) (2000 edition)*, and each of the component parts, including, but not limited to, the ~~BOCA International National Building Code (1996) (2000 edition)~~, the ~~BOCA International National Property Maintenance Code (1996) (2000 edition)~~, the ~~International Plumbing Code (1995) (2000 edition) with 1996 supplement~~, the ~~International Mechanical Code (1996) (2000 edition)~~, the ~~National Electrical Code (1999 edition)~~, the ~~International Fuel Gas Code (2000 edition)~~, the ~~International Energy Conservation Code (2000 edition)~~, and the ~~International Residential Code for the BOCA National Fire Prevention Code (1996)~~, the ~~Council of American Building Officials One and Two-Family Dwellings Code (1995) (2000 edition)~~, and the ~~CABO Model Energy Code (1995) including all supplements to such component parts~~, as the same may from time to time hereafter be amended by the State Board of Housing and Community Development, are hereby adopted by the city and are incorporated herein by reference as if set out at length herein. *The Virginia Uniform Statewide Building Code (2000 edition)*, and its component parts, and the same shall be

controlling in the construction, reconstruction, alteration, enlargement, repair, maintenance, conversion or demolition of buildings and other structures contained within the corporate limits of the city. Such code, or any of its components, shall be referred to in this chapter as the building code. Copies of the building code shall be kept on file in the office of the building commissioner and in the office of the city clerk.

\* \* \*

Sec. 7-35. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

\* \* \*

*Property maintenance code* means that portion of the building code entitled the ~~BOCA International National~~ Property Maintenance Code as referred to and adopted by reference in section 7-5 of this Code, and any amendments to the ~~BOCA International National~~ Property Maintenance Code, or subsequent editions.

\* \* \*

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.





## **CITY OF ROANOKE OFFICE OF THE CITY MANAGER**

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Fax: (540) 853-1138  
CityWeb: [www.roanokegov.com](http://www.roanokegov.com)

January 20, 2004

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Council Member  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr., Council Member  
Honorable Beverly T. Fitzpatrick, Jr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Transfer of Funds  
For Snow Removal

Once again we are experiencing a higher than normal demand on snow removal resources. The three (3) storms that hit the city thus far have absorbed the bulk of our snow removal budgeted for the 2003 – 2004 winter season. The demands of last year's storms left our salt supplies depleted. Limited resources and efforts to balance an overburdened budget resulted in a snow removal operating budget that could not fully replenish our salt supplies at the beginning of the winter season. An additional 3,300 tons of salt has been purchased and delivered to our salt storage facility restoring our total supply to approximately 4,800 tons (75% of the 6,500 ton capacity). The anticipated salt usage between January 1st and the end of the winter season is approximately 3,000 tons based on the previous two-year average.

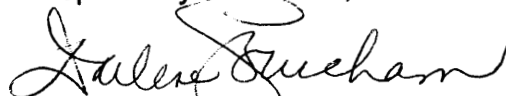
In addition to the purchase of salt, funds are also needed to cover overtime wages and other operational costs. An estimate of the 2003 – 2004 snow removal expenses was developed by adding the previous two-year average costs (January 1<sup>st</sup> through end of winter season) to the costs already incurred during this season. Based on this projection, a budget adjustment of \$270,072 is needed to support the recent purchase of additional salt and the anticipated expenses for the rest of the winter season.

Recommended Action:

Transfer funding in the amount of \$150,000 from City Manager Contingency (Account 001-300-9410-2199) and \$120,072 from Transportation-Streets and Traffic Regular Salaries (Account 001-530-4110-1002) to the Snow Removal Account (001-530-4140) as follows:

1003	Overtime Wages	\$105,641
1120	FICA	\$ 8,081
2035	Expendable Equipment	\$ 12,913
2038	Motor Fuels & Lubricants	\$ 6,722
2045	Chemicals	\$136,715

Respectfully submitted,



Darlene L. Burcham  
City Manager

DLB/KHK/gpe

C: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
Jesse A. Hall, Director of Finance  
Sherman Stovall, Acting Director of Management and Budget  
Robert K. Bengtson, P.E., Director of Public Works  
Kenneth H. King, P.E., Manager, Division of Transportation

CM04-00007

AHS

## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funds for snow removal, amending and reordaining certain sections of the 2003-2004 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2003-2004 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

## Appropriations

Overtime Wages	001-530-4140-1003	\$ 105,641
FICA	001-530-4140-1120	8,081
Expendable Equipment	001-530-4140-2035	12,913
Motor Fuels & Lubricants	001-530-4140-2038	6,722
Chemicals	001-530-4140-2045	136,715
Contingency	001-300-9410-2199	(150,000)
Regular Salaries	001-530-4110-1002	(120,072)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



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January 20, 2004

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr. Council Member  
Honorable Beverly T. Fitzpatrick, Jr. Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Police Department Domestic  
Violence Program Grant

**Background:**

The Virginia Department of Criminal Justice Services (DCJS) provides grant funding for programs and activities which increase the apprehension, prosecution and adjudication of persons committing violent crimes against women. The program, "Virginia Services, Training, Officers, Prosecution Violence Against Women" (VSTOP) has funded the establishment of a Domestic Violence Unit within the Police Department since 1999.

On December 29, 2003, DCJS awarded the Police Department \$34,023 to employ its full-time, non-sworn Domestic Violence Specialist thereby allowing continuance of the Domestic Violence Unit in calendar year 2004. The required City in-kind match of \$11,341 will be met through salary paid to current Police Department personnel. There is no required local cash match.

The Domestic Violence Unit collects and interprets relevant domestic violence offense data which allows proactive case intervention and cultivation of the cooperative working relationships with clients and service/adjudication agencies. The program produces more equitable victim-offender criminal justice dispositions related to domestic violence offenses.

**Recommended Action:**

Accept the V-STOP grant described above and authorize the City Manager to execute the grant agreement and any related documents, in such form as is approved by the

City Attorney. Appropriate State grant funds of \$34,023 with a corresponding revenue estimate in accounts established by the Director of Finance in the Grant Fund.

Appropriation:

<u>Description</u>	<u>Account</u>	<u>Amount</u>
Regular Employee Salaries	035-640-3326-1002	\$ 26,897
Retirement	035-640-3326-1105	\$ 2,044
FICA	035-640-3326-1120	\$ 2,058
Medical Insurance	035-640-3326-1125	\$ 3,024
TOTAL		\$ 34,023

Respectfully submitted,

  
Darlene L. Burcham  
City Manager

DLB:fjd

C: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
Jesse A. Hall, Director of Finance  
Rolanda Russell, Assistant City Manager  
A. L. Gaskins, Chief of Police

CM04-0002

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funds for the Police Department Domestic Violence Program Grant, amending and reordaining certain sections of the 2003-2004 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2003-2004 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Regular Employee Salaries	035-640-3326-1002	\$ 26,897
City Retirement	035-640-3326-1105	2,044
FICA	035-640-3326-1120	2,058
Medical Insurance	035-640-3326-1125	3,024

Revenues		
VSTOP CY04	035-640-3326-3426	34,023

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION accepting the Virginia Services, Training, Officers, Prosecution (VSTOP) Violence Against Women Grant offer made to the City by the Virginia Department of Criminal Justice Services and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke does hereby accept the Virginia Services, Training, Officers, Prosecution (VSTOP) Violence Against Women grant offered by the Virginia Department of Criminal Justice Services in the amount of \$34,023 upon all the terms, provisions and conditions relating to the receipt of such funds. The grant, which requires an \$11,341 in-kind match by the City, is more particularly described in the letter of the City Manager to Council, dated January 20, 2004.
2. The City Manager and the City Clerk are hereby authorized to execute, seal, and attest, respectively, the grant agreement and all necessary documents required to accept the grant, that may be required for the City's acceptance of this grant, all such documents to be approved as to form by the City Attorney.
3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



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January 20, 2004

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr., Council Member  
Honorable Beverly T. Fitzpatrick, Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Amendment to Lease  
Agreement for Human  
Services Building

### **Background:**

In November 2001, the City of Roanoke entered into a lease agreement for office space for the Department of Human Services and the Health Department with Blue Eagle Partnership for property located at The Civic Mall, 1501 Williamson Road, Roanoke, Virginia. The Department of Human Services will relocate its offices to the Civic Mall; the term of this lease is twenty (20) years, commencing on June 1, 2003 and expiring on May 31, 2023. Prior to the commencement date, the Lessor will complete renovations and improvements to the Premises in an amount not to exceed \$2,497,080.

In November 2002, City Council approved Lease Amendment No. 1, however it was not, and will not be, executed due to the lack of funding for the Health Department's portion of the leased premises.

### **Considerations:**

Both parties desire to amend the Lease Agreement as follows:



- The third floor of the building will be occupied by the Department of Human Services. The second floor will not be occupied by the Health Department at this time due to lack of funding from the State.
- The term of the Lease will commence on January 20, 2004, and expire on January 19, 2004.
- The rent for the building will only include the rental amount for the third floor by the Department of Human Services.
- Clarification of the responsibilities of the Lessor and Lessee as to repairs and improvements.

The above changes are reflected in Lease Amendment No. 1 (Attachment A).

Recommended Action:

Authorize the City Manager to execute the attached Lease Amendment No. 1 in a form approved by the City Attorney.

Respectfully submitted,



Darlene L. Burcham  
City Manager

DLB:tem

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
Jesse A. Hall, Director of Finance  
Bruce G. Stultz, Acting Director of Human Services  
Rolanda B. Russell, Assistant City Manager for Community Development

#CM03-00247

## LEASE AMENDMENT NO. 1

This Lease Amendment No. 1 made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, to Lease Agreement by and between **BLUE EAGLE PARTNERSHIP**, a Virginia Partnership, ("Lessor") and **CITY OF ROANOKE**, a Virginia municipal corporation, ("Lessee"),

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated November 21, 2001, ("Lease Agreement") for the lease of a portion of the Civic Mall, located at 1502 Williamson Road, Roanoke, VA 24012, and containing approximately 83,236 sq. ft. for a term of 20 years for office space for the Department of Human Services; and

WHEREAS, both parties desire to effect certain amendments and additions to the Lease Agreement in the manner stated in the following provisions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the original Lease Agreement, the Lessor and Lessee agree to amend the Lease Agreement as follows:

1. Subsection (b) of Section One "Description of Premises" is hereby amended to provide as follows:

### **1. DESCRIPTION OF PREMISES**

(a) Lessor, in consideration of the rents and covenants to be paid by Lessee, does hereby lease to Lessee, and Lessee hereby leases from Lessor, the following described premises located at the Civic Mall, 1502 Williamson Road, Roanoke, VA 24012, as shown on the floor plan dated March 14, 2003, revised April 18, 2003, and prepared by LMW P.C., attached hereto as Exhibit A and made a part hereof (the "Premises") and associated technical specifications:

- i. The third floor of the Premises, containing 47,278 sq. ft., at a cost of \$13.27 per sq. ft., as further shown on the attached Exhibit A, commencing January 20, 2004, or when the Premises is ready for occupancy, whichever is later, as further stated herein in Section 2 "Term."



ii. The second floor of the Premises, containing 35,958 sq. ft., as further shown on the attached Exhibit A. Lessor recognizes and acknowledges that the second floor of the Premises is to be occupied by the Virginia Department of Health and that their occupancy of the Premises is contingent upon the State allocating the necessary funding for their relocation to the Premises. Lessor further recognizes and acknowledges that as of the date of this Amendment, the State has not allocated such funding for the Virginia Department of Health's relocation to the Premises. Accordingly, Lessor agrees to leave the second floor of the Premises vacant and to not lease the second floor to any other entity for a period not exceeding twenty-four months from the date of this Amendment. Both parties acknowledge that Lessor is not responsible for completing any of the work required by this Lease for the second floor during such time (with the exception of any work necessary for construction and installation of the HVAC system including that for the Health Department Lab). Lessor further agrees not to hold Lessee responsible for any lease payments for the second floor of the Premises during the aforementioned twenty-four month period. At the expiration of such period, or upon a prior date, provided that the State has allocated the necessary funding for the Virginia Department of Health's relocation to the Premises, Lessor agrees to lease to Lessee, the second floor of the Premises at the same rate per square foot that is then currently being paid by the Lessee for lease of the third floor. In the event that the State has not allocated the necessary funding to the Department of Health at the end of the twenty-four month period, both parties agree that if Lessee has not exercised its right to Lease the space for the Virginia Department of Health, or for such other use as Lessee may determine, then Lessor will be free to lease the second floor space to such parties and upon such terms as Lessor deems appropriate, provided that the use of that space must be compatible with Lessee's use of the Premises.

iii. Lessee further agrees to lease from Lessor, a 1000 square foot area located on the third floor of the Premises for storage purposes as designated in the attached Exhibit A, a copy of which is attached to this Agreement and incorporated herein, for a two year period commencing January 20, 2004 and expiring on January 19, 2006. Upon expiration of the aforementioned term, on January 19, 2006, Lessor agrees to give Lessee the right of first refusal to continue leasing this area before leasing the same to another party.

(b) Lessee and patrons of the Premises shall have use of the general parking area. Lessor agrees to initially provide Lessee three hundred (300) parking spaces designated for exclusive use by Lessee and Lessee's patrons. In the event the Virginia Department of Health occupies the second floor of the Premises, Lessor shall provide Lessee an additional seventy-seven (77) designated parking spaces for exclusive use by Lessee. Lessor hereby acknowledges and agrees that the upkeep and maintenance of said parking area remains the obligation of Lessor, and Lessee shall have no responsibility for the upkeep and maintenance of the parking area other than to cooperate in keeping said parking area in a clean and safe condition.

2. Section Two "Term" is amended to read and provide as follows:



2. **TERM.**

The term of this Lease for the third floor of the Premises ("Term 1") shall be twenty (20) years, commencing at 12:01 a.m., on 20<sup>th</sup> day of January, 2004, or the date that the Premises is ready for occupancy ("Commencement Date"), whichever is later, and shall expire at 11:59 o'clock p.m. on January 19, 2024.. Lessor acknowledges and agrees that Lessee may occupy the Premises beginning December 29, 2003, but that rent shall not commence until February 1, 2004.

The term of this Lease for the second floor of the Premises ("Term 2") shall be the number of years remaining in Term 1 at such time as funding becomes available for the Virginia Department of Health to occupy the Premises and on such date that Lessee notifies Lessor of its intent to commence the leasing of the second floor of the Premises. Term 2 shall commence on that date or the date that the second floor of the Premises is ready for occupancy by the Virginia Department of Health, whichever is later, and shall expire at 11:59 o'clock p.m. on January 19, 2024.

The Premises shall be deemed ready for occupancy on the earliest date on which all of the following have been met:

- (a) A final certificate of occupancy covering the Premises has been issued by the Department of Buildings of the City of Roanoke, permitting the occupancy thereof for the purposes provided herein.
- (b) Lessors work, attached as Exhibit B and all of Lessee's work, attached as Exhibit C, both of which are incorporated into and made part of this Lease Agreement, have been substantially completed.
- (c) All means of access and all facilities necessary to Lessees occupancy of the Premises, including but not limited to restrooms, heating, ventilating, air conditioning, water, lighting, electrical power facilities and elevators have been properly installed and substantially completed, and are in reasonably good operating order and available to the Lessee.

3. Section Three "Rent", is amended to read and provide as follows:

3. **RENT**

Subject to the limitations contained in Section One of the Lease Agreement, during the original and any subsequent term of this Lease, until such time as the Health Department occupies the Premises, Lessee agrees to pay Lessor an annual rental of SIX HUNDRED TWENTY-SEVEN THOUSAND, THREE HUNDRED SEVENTY-NINE AND 09/100 DOLLARS (\$627,379.09) for Term 1 of the Lease, commencing on February 1, 2004, to be paid on the first day of each and every month in the amount of FIFTY-TWO THOUSAND, TWO HUNDRED EIGHTY-ONE AND 59/100 DOLLARS (\$52, 281.59).



Upon such time as the Health Department occupies the Premises ("Term 2"), the annual rental shall be the same rate per square foot as is then currently being paid by the Lessee for lease of the third floor to be paid on the first day of each and every month.

Lessor and Lessee acknowledge and agree that Lessor shall lease the additional area on the third floor of the Premises containing 1000 square feet to Lessee at a rate of \$1.00 per square foot per year to be paid on February 1, 2004, separate from Lessee's lease payments for the lease of the portions of the Premises stated above. Thereafter, the rent for this area alone shall be increased to \$1.05 per square foot for the next year to be paid on February 1, 2005. If Lessee agrees to continue leasing this area as provided for in Section 1 above, the rent amount shall be an amount agreed upon by the parties, but in no event shall such rate be at a rate that is higher than is currently then being paid by Lessee for lease of the third floor of the Premises.

If the rent commences on any day other than the first day of a calendar month, that pro-rata fraction of the first months minimum rental based on a thirty (30) day month shall be paid at the first of that portion of the month. Lessee agrees to pay an annual escalation of the rental amount calculated to equal 50% of the Consumer Price Index for the most recent year (CPI) or 2%, whichever is less, commencing on the second year of this Lease Agreement.

4. Subsection (a) of Section Eight, "Repairs and Improvements" is amended to read and provide as follows:

## 8. REPAIRS AND IMPROVEMENTS

- (a) Prior to the Commencement Date, Lessor will complete renovations of the Premises according to the specifications and designs for finishing and improving the Premises, which are attached hereto as Exhibit B and made a part of this Lease Agreement. Improvements to the Premises by Lessor for both floors are limited to \$2,497,080.00 (\$30 per rentable square foot). Lessor acknowledges and agrees that it will be solely responsible for any costs over and beyond \$2,497,080.00, unless the increase in cost has been approved by both parties through a Change Order.

All such renovations shall have a Certificate of Occupancy, as that term is defined in Paragraph 2 ("Term"), and the Premises ready for occupancy as that term is defined in Paragraph 2, on or before January 20, 2004, provided, however, if Lessor is delayed at any time in the commencement or progress of the work by an act or neglect of the Lessee or any employee or contractor or supplier employed by Lessee, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Lessor's control, or delay authorized by Lessee pending mediation or arbitration, then the deadline of January 20, 2004 stipulated in this paragraph shall be extended by Changer Order for such additional time as the parties may agree upon. Lessor acknowledges that failure to have the Premises ready for occupancy by January 20, 2004 could result in substantial damages to the Lessee. Therefore,



Lessor agrees that in the event any portion or portions of the Premises are not ready for occupancy by January 20, 2004, due to violations of applicable state, local, or federal building codes due to the sole fault of Lesser (or such extended date as agreed upon by the parties), Lessor agrees to provide a pro-rata deduction in the following month's lease payment, such deduction to continue for each successive month, until such code violations in the affected portion or portions of the Premises are satisfactorily abated to the sole satisfaction of the building inspector for the City of Roanoke. The aforementioned deduction shall be determined on a prorata basis by calculating the ratio of the square footage of the portion or portions of the Premises where such code violation occurred to the lease rate of \$13.27 per square foot. The resulting amount shall be calculated on a daily basis and deducted from the following month's rent.

In the event both parties are not able to agree on the proper monthly lease deduction for a code violation, both parties agree the matter shall be arbitrated by a neutral third party selected by both parties.

5. Exhibit C "Lessee's Work" to the Lease Agreement is hereby amended to read and provide as follows:

**EXHIBIT C  
"LESSEE'S WORK"**

1. Design review and approval for locations of electrical components/receptacles.
2. Design and installation and maintenance of computer system wiring. The Lessee will provide wiring and equipment for computer system, and conduit between building entry and telecommunications closet. The Lessor will provide a pathway into the building (includes conduit and handholes) and all conduit and boxes within walls as required by Lessee for the computer system wiring which pathway shall meet the requirements of the utility company.
3. Design and selection of telephone system and installation of wiring. The Lessee will provide telephone and data wiring. The Lessor will provide a pathway into the building (includes conduit and handholes) to the Telecommunications Closets and all conduit and boxes within walls as required by Lessee for telecommunications, which pathway shall meet the requirements of the utility company.
4. Pay the cost of all utilities to the Leased Premises upon commencement of occupancy of building.
5. Installation of all plastic laminate casework with the exception of the countertops in the larger public restrooms and waiting room-reception areas for the Health Department and Department of Human Services.
6. Installation of Laboratory casework for the Health Department.



7. Installation of water meter to split from existing service.

8. Design review and approval for interior and exterior of building.

6. Exhibit B "Lessor's Work" is hereby amended by the addition of the following provision nos. (41), (42), (43) and (44) to read and provide as follows:

**EXHIBIT B  
"LESSOR'S WORK"**

(41) Provide proximity card reader system on each eight (8) interior doors and one (1) exterior door. The City reserves the right to upgrade the card reader system, provided however, that the City will bear the cost of such upgrade.

(42) Provide infrastructure for telecommunications fiber into building and conduit and boxes within permanent walls and partitions as required by Lessee.

(43) Provide the mechanical upfit for the Department of Health Laboratory, such upfit includes the provision and installation of an HVAC system.


(44) Provide the appropriate exterior signage, such signage to be approved by Lessee before installation.

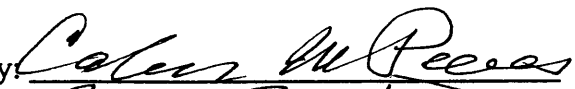
7. All other terms and conditions of the Lease Agreement shall remain in full force and effect except those mentioned above.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Amendment No. 1 by their authorized representatives.

**BLUE EAGLE PARTNERSHIP**

**WITNESS:**

  
Name Bonnie L. Clayton  
Title Witness/legal assistant

By:   
Title Manager - Partners  
Date: 1 - 14, 04



CITY OF ROANOKE, VIRGINIA

ATTEST:

\_\_\_\_\_  
Mary F. Parker, City Clerk

By: \_\_\_\_\_  
Darlene L. Burcham, City Manager  
Date: \_\_\_\_\_

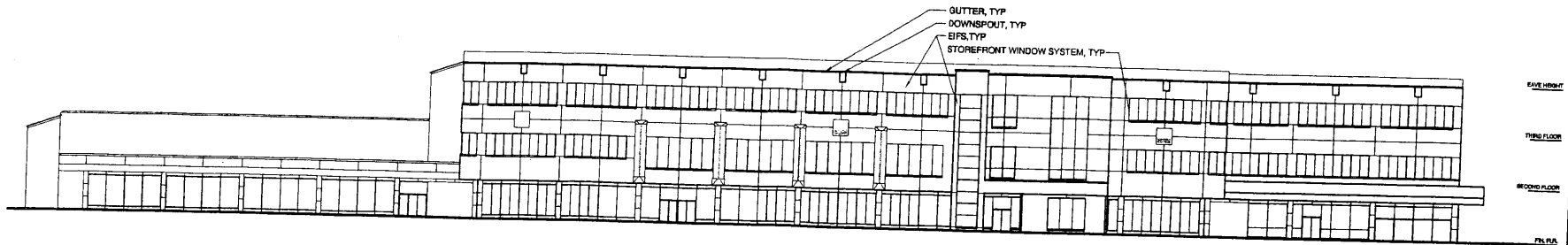
APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

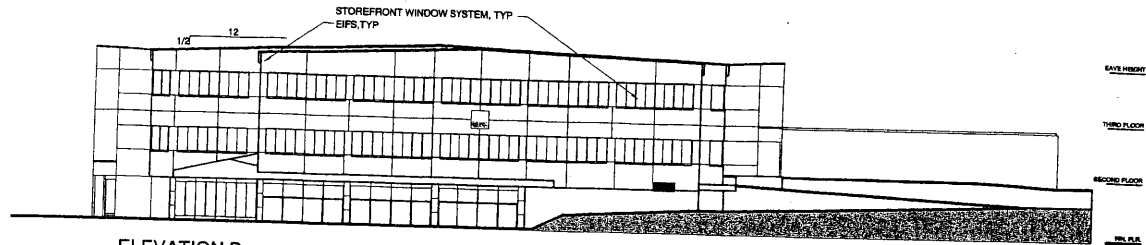
APPROVED AS TO EXECUTION:

\_\_\_\_\_  
Assistant City Attorney

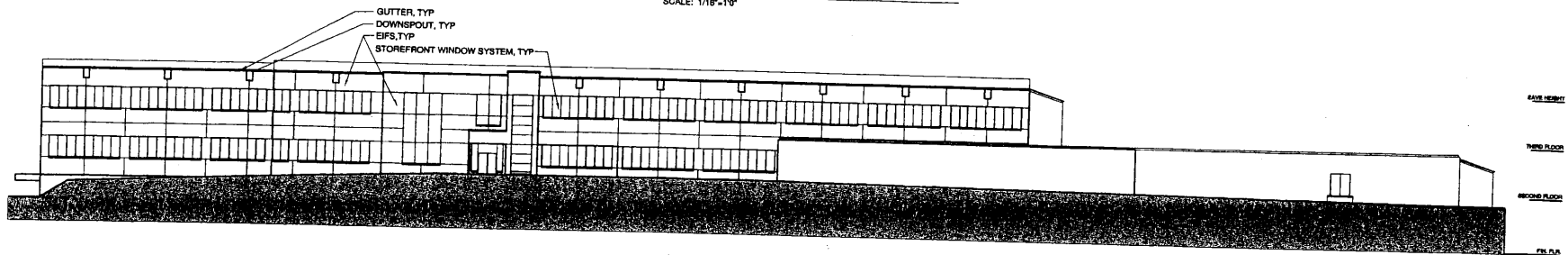




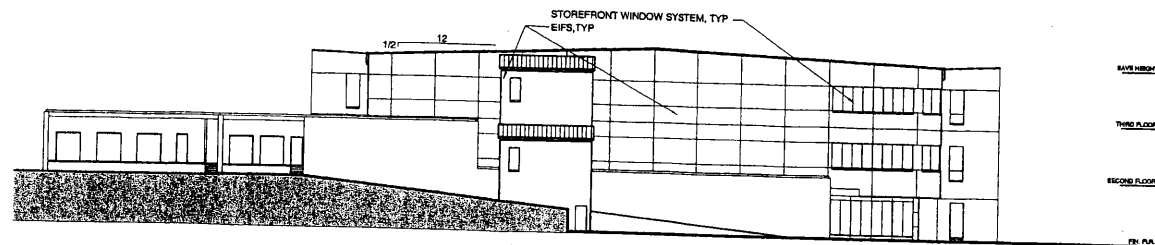
ELEVATION A  
SCALE: 1/16"=1'-0"



ELEVATION B  
SCALE: 1/16"=1'-0"



ELEVATION C  
SCALE: 1/16"=1'-0"



ELEVATION D  
SCALE: 1/16"=1'-0"

EXHIBIT A

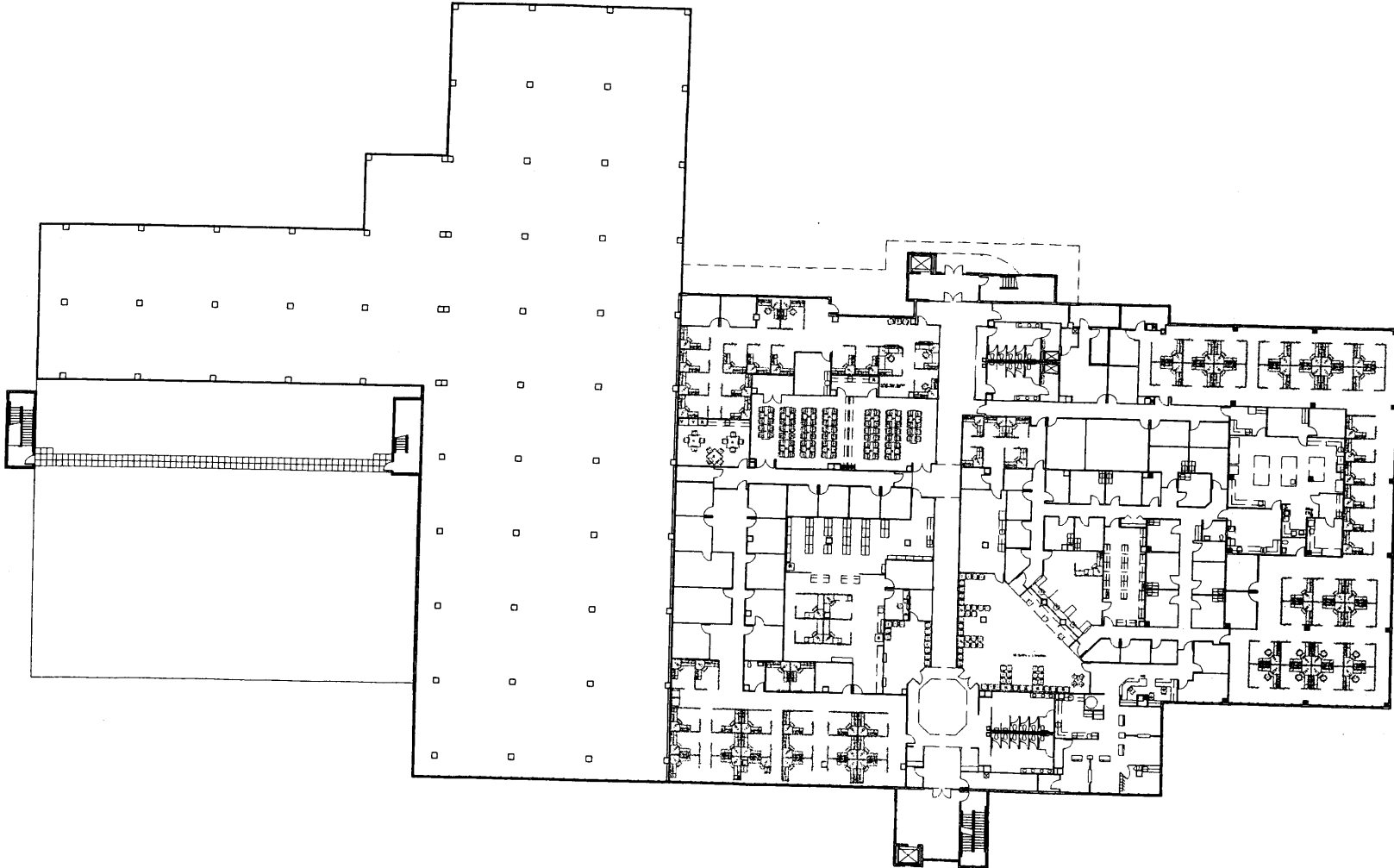
**LMW P.C.**  
ENGINEERING - ARCHITECTURE - SURVEYING  
108 ALBEMARLE STREET  
ROANOKE, VIRGINIA 24012  
TEL (804) 548-0075  
FAX (804) 548-4458

CITY OF ROANOKE  
HEALTH & HUMAN SERVICES FACILITY  
ROANOKE, VIRGINIA

DATE	BY
1/2/01	DESIGNED BY
1/2/01	DRAWN BY
1/2/01	CHECKED BY
1/2/01	APPROVED BY
1/2/01	SUBMITTED BY
1/2/01	DRAWING
1/2/01	DATE
1/2/01	SCALE
1/2/01	COMPUTATION No.
1/2/01	Sheet



Designed By	HBG
Drawn By	SH
Checked By	HBG
Approved By	HBG
Submitted By	HBG
Drawing	AS
Date	02/14/01
Scale	as noted
Computation No.	2282
Sheet	7 of 7

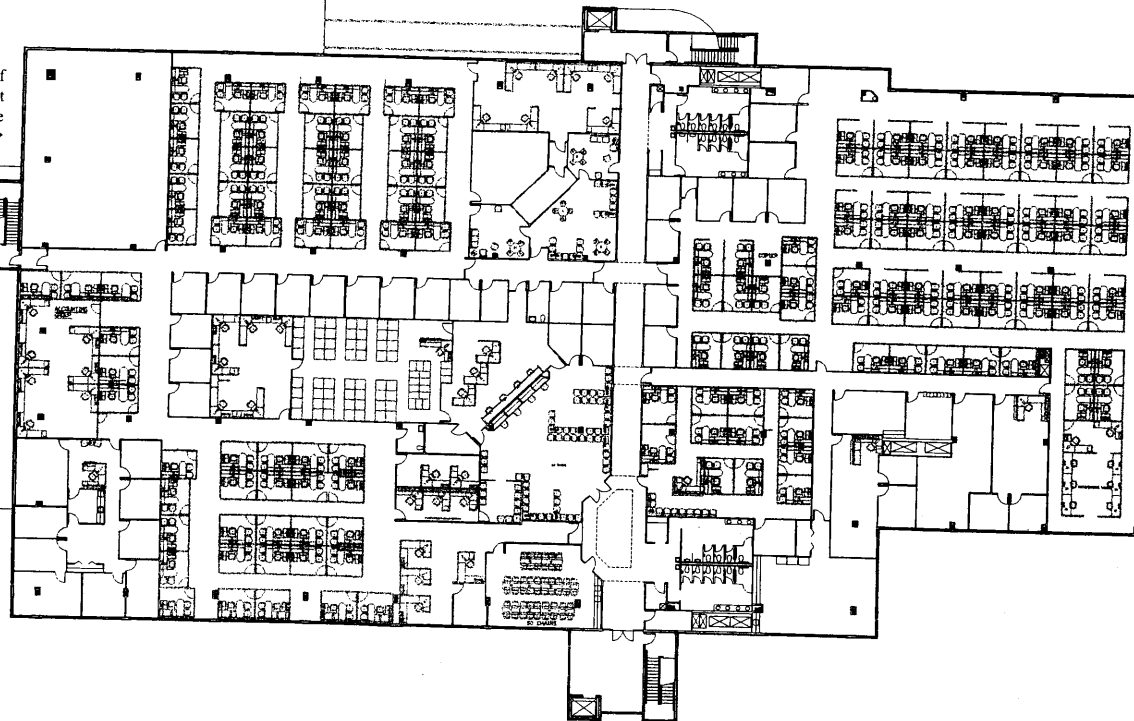


PLAN--SECOND FLOOR  
SCALE: 1/16"=1'-0"

EXHIBIT A

		<b>LMW P.C.</b> ENGINEERING ARCHITECTURE SURVEYING 101 ALBEMARLE AVE., S.E. RICHMOND, VIRGINIA 23215 TEL (804) 344-4075 FAX (804) 344-4468	
		CITY OF ROANOKE HEALTH & HUMAN SERVICES FACILITY ROANOKE, VIRGINIA	
NO.	DATE	DESCRIPTION	BY
		PLAN - COMPOSITE, SECOND FLOOR	
Designed By HBG Drawn By SPS Checked By HBG Approved By HBG Rechecked By HBG Drawing A2 Date 03/14/91 Scale as noted Construction No. 2282 Sheet 4 of 4			

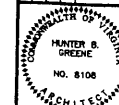
Storage Area referenced in Section 1.a.iii of  
Lease Amendment No. 1 to Lease Agreement  
dated November 21, 2001, between Blue Eagle  
Partnership and City of Roanoke, Virginia →



PLAN--THIRD FLOOR  
SCALE: 1/16"=1'-0"

EXHIBIT A

NO.	DATE	REVISION	DESCRIPTION	BY
1	12/19/03	REVISION	REVISION	SPS
2	12/19/03	REVISION	REVISION	SPS
3	12/19/03	REVISION	REVISION	SPS
4	12/19/03	REVISION	REVISION	SPS
5	12/19/03	REVISION	REVISION	SPS
6	12/19/03	REVISION	REVISION	SPS
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Designed By	SPS
Drawn By	SPS
Checked By	SPS
Approved By	SPS
Submitted By	SPS
Drawing	AS
Date	09/14/03
Scale	as noted
Construction No.	2282
Sheet	5 of 5

CITY OF ROANOKE  
HEALTH & HUMAN SERVICES FACILITY  
ROANOKE, VIRGINIA

LMW P.C.  
ENGINEERING-ARCHITECTURE-SURVEYING  
100 ALBANY STREET, SUITE 100  
ROANOKE, VIRGINIA 24012  
TEL (404) 545-0075  
FAX (404) 545-1455

## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager to enter into an amendment to the Lease Agreement dated November 21, 2001, between the City and Blue Eagle Partnership, relating to certain property located at the Civic Mall, 1501 Williamson Road, Roanoke, Virginia, being leased for use by the Department of Human Services, upon certain terms and conditions, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City, in form approved by the City Attorney, an amendment to the Lease Agreement dated November 21, 2001, with Blue Eagle Partnership, in connection with changes in the description of the premises for use by the Department of Human Services, all as more particularly set forth in the City Manager's letter to this Council, dated January 20, 2004.
2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



**CITY OF ROANOKE  
OFFICE OF THE CITY MANAGER**

Noel C. Taylor Municipal Building  
215 Church Avenue, S.W., Room 364  
Roanoke, Virginia 24011-1591  
Telephone: (540) 853-2333  
Fax: (540) 853-1138  
CityWeb: [www.roanokegov.com](http://www.roanokegov.com)

January 20, 2004

Honorable Ralph K. Smith, Mayor, and Members of City Council  
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

Subject: Adoption of Procedures for PPEA  
Act of 2002 CM04-0001

This is to request space on Council's regular agenda for a report on the above referenced subject.

Respectfully submitted,

A handwritten signature in black ink, reading "Darlene L. Burcham". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Darlene L. Burcham  
City Manager

DLB:sm

c: City Attorney  
City Clerk  
Director of Finance

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE adopting procedures for the Public-Private Education Facilities and Infrastructure Act of 2002; authorizing the City's Director of General Services to make such procedures publicly available; authorizing the City Manager to take such further action as may be necessary to implement and administer such procedures; and dispensing with the second reading by title of this ordinance.

WHEREAS, based upon the recommendations of staff, City Council has determined that it is in the best interest of the City to adopt procedures for the implementation and administration of the Public-Private Education Facilities and Infrastructure Act of 2002 pursuant to the provisions of Virginia Code Section 56-575.16, as amended.

THEREFORE, BE IT ORDAINED by the Council by the Council of the City of Roanoke as follows:

1. As required by Virginia Code Section 56-575.16, as amended, City Council hereby approves and adopts the "City of Roanoke Procedures Regarding Proposals Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002," dated January 20, 2004, which is attached to the City Manager's letter to Council dated January 20, 2004.

2. The City's Director of General Services is hereby authorized and directed to make such procedures publicly available as required by the Act, which may include posting such procedures on the City's website.

3. The City Manager is hereby authorized to take such further action as may be necessary, including the development of guidelines, to implement and administer such procedures.

4. Pursuant to the provision of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



**WILLIAM M. HACKWORTH**  
CITY ATTORNEY

**CITY OF ROANOKE**  
OFFICE OF CITY ATTORNEY  
464 MUNICIPAL BUILDING  
215 CHURCH AVENUE, SW  
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431  
FAX: 540-853-1221  
EMAIL: cityatty@ci.roanoke.va.us

January 20, 2004

**ELIZABETH K. DILLON**  
**STEVEN J. TALEVI**  
**GARY E. TEGENKAMP**  
**DAVID L. COLLINS**  
**HEATHER P. FERGUSON**  
ASSISTANT CITY ATTORNEYS

The Honorable Mayor and Members  
of City Council  
Roanoke, Virginia

Re: Contract with Clerk of Circuit Court

Dear Mayor Smith and Members of Council:

While constitutional officers are not required to provide a grievance procedure for their employees, such employees may be covered by a local government's grievance procedure and be accepted into the locality's personnel system if agreed to by the constitutional officer and the local governing body. This is authorized by §15.2-3008, Code of Virginia. This agreement is customarily memorialized by the execution of an agreement between the constitutional officer and the governing body. The City currently has such agreements with all of its constitutional officers, and has so contracted with the Clerk of the Circuit Court since 1980.

Such contracts with constitutional officers expire when a constitutional officer leaves office, and new ones must be executed by their successors. Brenda Hamilton, the new Clerk of Circuit Court, has proposed a contract (copy attached) which proposes terms heretofore not addressed in such contracts, addressing such things as courthouse access and the role of the Circuit Court in establishing the work hours of the Clerk's Office. The proposed contract has been reviewed by the City Manager, Director of Finance, Human Resources Manager, and myself, and we have no problem with the terms of the contract as proposed. A resolution authorizing execution of this agreement with the Clerk of the Circuit Court is attached for your consideration.

Evelyn Powers, the City's new Treasurer, already has executed a contract with the City. The terms of that contract are the ones traditionally agreed to by the City, and in my opinion, Council has previously given the City Manager authority to execute that agreement, and no further action by Council is necessary.

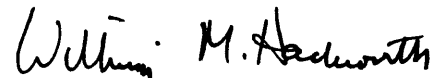


The Honorable Mayor and Members  
of City Council  
January 20, 2004

Page 2

With kindest personal regards, I am

Sincerely yours,

A handwritten signature in black ink that reads "William M. Hackworth". The signature is written in a cursive style with a large, stylized 'W' and 'H'.

William M. Hackworth  
City Attorney

WMH:f

Attachment

cc: Brenda S. Hamilton, Clerk of Circuit Court  
Darlene L. Burcham, City Manager  
Jesse A. Hall, Director of Finance  
Kenneth S. Cronin, Director of Human Resources

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF ROANOKE, VIRGINIA (“the City”) and BRENDA S. HAMILTON, CLERK OF THE CIRCUIT COURT OF THE CITY OF ROANOKE (“the Clerk”).

**W I T N E S S E T H :**

WHEREAS the City of Roanoke, Virginia is a municipal corporation, organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS Brenda S. Hamilton is the duly elected Clerk of the Circuit Court of the City of Roanoke, a constitutional office created and existing under Article VII, § 4 of the Constitution of Virginia, and, pursuant to the Constitution, the General Laws of the Commonwealth (including Article 2, Chapter 2 of Title 17.1 and § 24.2-217 of the Code of Virginia and § 18 of The Charter of the City of Roanoke); and

WHEREAS Virginia Code § 2.2-3008 provides that, while constitutional officers shall not be required to provide a grievance procedure for their employees, such employees may be accepted in a local governing body’s grievance procedure or personnel system if agreed to by the constitutional officer and the local governing body; and

WHEREAS the Clerk has, pursuant to § 2-42 of the Code of the City of Roanoke (1979) as amended, filed in the office of the city clerk the Clerk’s written consent to the application, to the Clerk and the employees of her office, of the provisions of Article III, Divisions 2 and 3 of the City Code, which pertain to vacation leave, sick leave, paid leave, and extended absence leave; and

WHEREAS it appears to the City, to the Clerk, and to other constitutional officers advantageous and appropriate for the City's personnel policies and grievance procedure to apply uniformly throughout the government of the City of Roanoke, not only to employees who report to the City Council and the City Manager, but also to constitutional officers and their employees; and it likewise appears, both to the City and to the Clerk, equitable and appropriate that constitutional officers and their employees should not limit their participation in the City's personnel system to the participation provided in Divisions 2 and 3 of Article III of the City Code, but rather should participate, in the same way as other City officials and employees, in the City's entire personnel system, including the City's classification, pay, and benefit plans.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Except as herein specifically provided, the Clerk, the Office of the Clerk of the Circuit Court of the City of Roanoke ("Clerk's Office"), and the employees therein, shall in the same way as other City officials and employees comply with and be bound by (a) the provisions of Article III, Officers and Employees Generally, and Article IV, Personnel Management and Practices, of Chapter 2, Administration, of the City Code; and (b) the City's Affirmative Action Plan; and (c) the City's Grievance Procedure; and (d) the Personnel Operating Procedures promulgated by the City Manager; and (e) the applicable personnel regulations promulgated by the City Manager pursuant to the City Code.

2. The Constitution and the Code of Virginia vest in the Judges of the Circuit Court and in the Clerk all decisions about the days and hours of operation of the Clerk's Office, and vest in the Judges of the Circuit Court, the Sheriff, and the Clerk, all decisions about access to the Courthouse, in which the Clerk's Office is located. The Clerk's Office is required to be open, and the employees of the Clerk are required to work, on all days when the Circuit Court is in session, without regard to whether those days are holidays for other City employees; the Clerk's Office is required to be open, and the employees of the Clerk are required to work, on days that may be designated as holidays for City employees by the City Code or by action of the City Council, if those days are not also state holidays. The Clerk's Office is required to be closed, and access to the Courthouse is restricted, when the Judges of the Circuit Court so order, and on state holidays, without regard to whether those days are holidays for other City employees. Therefore:

- a) The provisions of City Code § 2-37 (pertaining to office hours, work weeks and holidays) shall not apply to employees of the Clerk's Office, *provided however* that all employees of the Clerk's Office are and shall be bound by all City personnel regulations and Personnel Operating Procedures pertaining to minimum hours of work, overtime work, timely reporting to work, and the like;
- b) The Judges of the Circuit Court require, pursuant to Virginia Code § 17.1-207 (A)(4), that the Clerk's Office be kept open continuously for the transaction of business during convenient hours on all the days on which it is required to be

open by § 17.1-207. The Clerk shall establish working hours for employees of her office. Trials and trial-related proceedings sometimes extend beyond normal working hours and Judges, in exigent circumstances, will sometimes schedule trials and hearings on days that otherwise would not be normal working days for employees of the Clerk's Office. Employees of the Clerk's Office shall be required to work, notwithstanding normal work hours or work days, whenever, so required by a Judge of the Circuit Court. In the same manner as is specified for other City employees by City Code § 2-37(e), the employees of the Clerk's Office shall remain in the office during the working hours established for them, and at such other times, including days on which the office may be closed, as the Clerk or her designee shall require, except when official business requires that they be absent therefrom.

- c) As a constitutional officer, the Clerk shall not accumulate any equivalent time off for hours worked in addition to regular office hours; and, just as is provided for executive officers of the City in City Code § 2-37(f), the Clerk may be absent from her office during regular office hours, without penalty, so long as such absence does not interfere with the normal operations of such office.

3. Employees of the Clerk's Office shall participate in the City's Classification and Pay Plans, and shall be classified by the City Manager or her designee within the City's Classification and Pay Plans. For this purpose, the Clerk will timely supply all relevant information requested by the City Manager or her designee.

4. The annual salary of the Clerk of the Circuit Court shall be the salary established from time to time by the Council of the City of Roanoke in accordance with the statutory law of the Commonwealth. The Clerk's current annual salary is set out in Ordinance No. 36313-051203, adopted by City Council on May 12, 2003, a copy of which is attached hereto as Attachment A.

5. The Clerk and her employees and shall be entitled to receive life insurance, health and dental insurance available to City employees; to all other benefits available to City employees generally; to participate in any other benefit plans that may from time to time be available to City employees generally; and to participate in the City's Pension Plan.

6. Consistent with the Constitution and general laws of the Commonwealth, the Clerk shall retain the exclusive right to manage the affairs and operations of the Clerk's Office. Subject to the authority of the Judges of the Circuit Court, the Clerk shall exercise supervision and control over the Clerk's Office and all departments and divisions thereof. No provision of this contract shall be construed to limit the constitutional powers and prerogatives of the Clerk, nor shall any provision of this contract be construed to cede to the City Manager or any other person any duty or authority of the Clerk under the Code of Virginia or the order of any court.

7. This contract shall continue in full force and effect until terminated by either of the parties through written notice to the other party given at least thirty (30) days before the effective date of such termination.

8. This document contains the entire and integrated agreement between the Clerk and the City. It supersedes any prior agreement between the City and any Clerk of the Circuit Court. This contract may be modified or amended only by writing executed by both parties. Any modification or amendment must comply with all provisions of the laws of the Commonwealth existing at the time of the amendment.

9. Inasmuch as Virginia Code § 2.2-3008 provides that agreements of this nature must be between the constitutional officer and the local governing body, the Council of the City of Roanoke approved this contract on the \_\_\_\_ day of \_\_\_\_\_, 2004. This contract is executed on the City's behalf, by the Mayor of the City of Roanoke, pursuant to § 15 of the Charter of the City of Roanoke.


WITNESS the following signatures:

THE CITY OF ROANOKE, VIRGINIA

By: \_\_\_\_\_  
The Honorable Ralph K. Smith, Mayor

Attest:

\_\_\_\_\_  
Mary F. Parker, City Clerk

  
\_\_\_\_\_  
The Honorable Brenda S. Hamilton, Clerk  
Circuit Court of the City of Roanoke

## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing execution of an agreement and authorizing the City Manager to extend full benefits of participation in the City's Classification and Pay Plans to the Clerk of Circuit Court and her deputies and employees, upon execution by such constitutional officer of a written agreement between the City and her, relating to the Clerk's compliance with certain City ordinances, policies and procedures.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The Mayor and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, an agreement between the City and the Clerk of Circuit Court providing that, in consideration for participation in the City's Classification and Pay Plans and other City benefits, such Clerk and her deputies and employees shall comply with Article III, Officers and Employees Generally, and Article IV, Personnel Management Practices, of Chapter 2, Administration, of the Code of the City of Roanoke (1979), as amended, all Personnel Operating Procedures, all personnel regulations heretofore or hereafter promulgated by the City Manager and the Grievance Procedure and Affirmative Action Plan, as amended, of the City.

2. The terms of such agreement shall be indefinite continuing until terminated by written notice of the City or of the Clerk of Court or upon termination of the term of office of the Clerk of Circuit Court, whichever shall occur sooner.

3. The form of such agreement shall be approved by the City Attorney.

ATTEST:

City Clerk.





**MARY F. PARKER, CMC**  
City Clerk

## **CITY OF ROANOKE OFFICE OF CITY CLERK**

215 Church Avenue, S.W., Room 456

Roanoke, Virginia 24011-1536

Telephone: (540) 853-2541

Fax: (540) 853-1145

E-mail: clerk@ci.roanoke.va.us

**STEPHANIE M. MOON**  
Deputy City Clerk

**SHEILA N. HARTMAN**  
Assistant City Clerk

January 20, 2004

File #467

The Honorable Mayor and Members  
of the Roanoke City Council  
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

Pursuant to Chapter 9, Education, Code of the City of Roanoke (1979), as amended, establishing a procedure for the election of School Trustees, this is to advise you that the terms of office of Alvin L. Nash and Ruth C. Willson will expire on June 30, 2004.

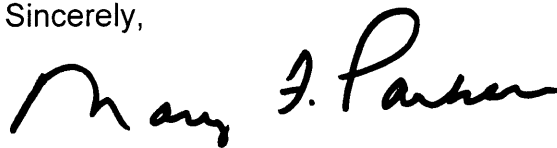
Pursuant to Section 9-16, Code of the City of Roanoke (1979), as amended, on or before February 15 of each year, Council shall announce its intention to elect Trustees of the Roanoke City School Board for terms commencing July 1 through (1) public announcement of such intention at two consecutive regular sessions of the Council and (2) advertisement of such intention in a newspaper of general circulation in the City twice a week for two consecutive weeks.

The Honorable Mayor and Members  
of the Roanoke City Council  
January 20, 2004  
Page 2

Section 9-17 of the City Code provides that applications must be filed in the City Clerk's Office by March 10 of each year. Applications will be available in the City Clerk's Office and may be obtained between the hours of 8:00 a.m., and 5:00 p.m., Monday through Friday, or applications may be completed online at the City of Roanoke's web page [www.roanokegov.com](http://www.roanokegov.com). Information describing the duties and responsibilities of School Trustees may be obtained in the City Clerk's Office.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read "Mary F. Parker". The signature is fluid and cursive, with the first name "Mary" and last name "Parker" clearly distinguishable.

Mary F. Parker, CMC  
City Clerk

MFP:sm



## **CITY OF ROANOKE DEPARTMENT OF FINANCE**

215 Church Avenue, S.W., Room 461

P.O. Box 1220

Roanoke, Virginia 24006-1220

Telephone: (540) 853-2821

Fax: (540) 853-6142

**JESSE A. HALL**

**Director of Finance**

email: jesse\_hall@ci.roanoke.va.us

**ANN H. SHAWVER**

**Deputy Director**

email: ann\_shawver@ci.roanoke.va.us

January 20, 2004

The Honorable Ralph K. Smith, Mayor  
The Honorable C. Nelson Harris, Vice-Mayor  
The Honorable William D. Bestpitch, Council Member  
The Honorable M. Rupert Cutler, Council Member  
The Honorable Alfred T. Dowe, Jr., Council Member  
The Honorable Beverly T. Fitzpatrick, Jr., Council Member  
The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Authorization to Refund Bonds

**Background:**

The City issued \$23 million of Series 1996A and \$8.3 million of Series 1996B bonds dated January 1, 1996. The bonds were issued to fund various projects including education, infrastructure, buildings, parks and economic development. Maturities on and after February 1, 2007 totaling \$23.6 million are callable. Interest rates on the callable maturities of these bonds range from 4.9% to 5.0%.

The City issued \$13.01 million of Series 1997A bonds dated December 15, 1997. The bonds were issued to fund various projects including education, infrastructure, buildings, parks and economic development. Maturities on and after August 1, 2007 totaling \$7.15 million are callable. The interest rate on each of these maturities is 5.0%.

The City issued \$26,020,000 of Series 1999A and \$10,100,000 of Series 1999B bonds dated October 15, 1999. The bonds were issued to fund various projects including schools, buildings, storm drains, the Roanoke Higher Education Center, the Johnson and Johnson project and other infrastructure projects. Maturities on

and after October 1, 2010 totaling \$19.19 million are callable. Interest rates on the callable maturities of these bonds range from 5.0% to 6.0%.

Considerations:

Based on recent municipal bond interest rates, the City could potentially realize considerable savings by refunding a portion of the 1996, 1997 and/or 1999 bonds. Resulting savings would be contingent upon the combination of the interest rate received on the refunding bonds and the interest rate obtained on the Treasury certificates purchased to fund the escrow to be used to pay the current outstanding bonds when those bonds become callable. Based upon discussions with the City's financial advisor, BB&T Capital Markets, we believe an appropriate level of savings to justify refunding the 1996 bonds would be a net present value amount of \$500,000, provided that savings of at least 3% of net present value of the refunded bonds could also be achieved. An appropriate level of savings to justify refunding the 1997A bonds would be a net present value amount of \$200,000, provided that savings of at least 3% of net present value of the refunded bonds could also be achieved. An appropriate level of savings to justify refunding the 1999 bonds would be a net present value amount of \$500,000, provided that savings of at least 4% of net present value of the refunded bonds could also be achieved.

Since interest rates fluctuate daily, it is imperative to the success of a refunding that the City act quickly once interest rates enable us to achieve an acceptable level of savings. Thus, a negotiated sale, versus an open market competitive sale, can be accomplished in a much shorter timeframe and is deemed more practical in this situation. In order to conduct an evaluation of the most advantageous underwriter or syndicate of underwriters to utilize in this situation, the City has invited several firms to analyze these refunding opportunities using the same date upon which to base market conditions. A team of personnel from the City's Department of Finance and our financial advisor, BB&T Capital Markets, will evaluate the responses to these analyses and make selections accordingly.

Refunding bonds will be considered additional debt in the context of the City's debt policy and from the rating agencies' perspective only to the extent that a slightly higher level of principal would need to be issued than the amount of bonds being refunded.

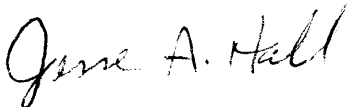
The Honorable Mayor and Members of City Council  
January 20, 2004  
Page 3

Recommendation:

We recommend City Council adopt the accompanying resolution authorizing the City Manager and the Director of Finance to issue up to \$60 million in refunding bonds to be sold by an underwriting firm or firms to be selected by the Director of Finance. Refunding bonds shall be issued to refund the 1996 bonds if net present value savings of \$500,000 and a minimum of 3% of the net present value of the 1996 refunded bonds can be achieved. Refunding bonds shall be issued to refund the 1997A bonds if net present value savings of \$200,000 and a minimum of 3% of the net present value of the 1997A refunded bonds can be achieved. Refunding bonds shall be issued to refund the 1999 bonds if net present value savings of \$500,000 and a minimum of 4% of the net present value of the 1999 refunded bonds can be achieved.

I would be pleased to answer any questions you may have.

Sincerely,



Jesse A. Hall  
Director of Finance

JAH/ca

c: Darlene L. Burcham, City Manager  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
Gary Ometer, BB& T Capital Markets  
Donald Gurney, Hawkins, Delafield and Wood

WMH

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE AT NEGOTIATED SALE OF NOT TO EXCEED SIXTY MILLION DOLLARS (\$60,000,000) PRINCIPAL AMOUNT OF CITY OF ROANOKE, VIRGINIA, GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS; FIXING THE FORM, DENOMINATION AND CERTAIN OTHER DETAILS OF SUCH BONDS AND DELEGATING TO THE CITY MANAGER AND THE DIRECTOR OF FINANCE AUTHORITY, AMONG OTHER THINGS, TO SELECT AN UNDERWRITER FOR SUCH BONDS, TO EXECUTE AND DELIVER TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT BY AND BETWEEN THE CITY AND SUCH UNDERWRITER, TO DETERMINE THE AGGREGATE PRINCIPAL AMOUNT OF SUCH BONDS, THE MATURITY DATES OF SUCH BONDS AND THE PRINCIPAL AMOUNTS OF SUCH BONDS MATURING IN EACH YEAR, THE INTEREST PAYMENT DATES FOR SUCH BONDS AND THE RATES OF INTEREST TO BE BORNE BY SUCH BONDS, THE REDEMPTION PROVISIONS AND REDEMPTION PREMIUMS, IF ANY, APPLICABLE TO SUCH BONDS AND TO APPOINT AN ESCROW AGENT FOR THE BONDS TO BE REFUNDED FROM THE PROCEEDS OF SUCH BONDS; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT AND THE DELIVERY THEREOF TO SUCH UNDERWRITER; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE RELATING TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT RELATING TO THE REFUNDED BONDS; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO APPOINT A VERIFICATION AGENT; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO DESIGNATE THE REFUNDED BONDS FOR REDEMPTION; AND OTHERWISE PROVIDING WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND THE REFUNDING OF THE REFUNDED BONDS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

SECTION 1. (a) (i) Pursuant to Section 47 of the Charter of the City, an election duly called and held in the City on November 8, 1994, and Ordinances Nos. 32131-080894 and 32132-080894 adopted by this Council on August 8, 1994, there were authorized to be issued, sold and delivered general obligation bonds of the City in the principal amount of \$23,000,000, for the purposes specified in such ordinances.

(ii) Pursuant to Ordinance No. 32791-121895 adopted by this Council on December 18, 1995, the City authorized and approved the issuance and sale of the general obligation bonds referred to in Section 1(a)(i) hereof, such bonds having been issued in the principal amount of \$23,000,000, designated as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds, Series 1996A" (the "Series 1996A Bonds"), dated January 1, 1996 and maturing in varying principal amounts on February 1 in each of the years 1997 through 2014, both inclusive.

(b) (i) Pursuant to Chapter 5.1 of Title 15.1 of the Code of Virginia, 1950, being the Public Finance Act of 1991 as then in effect, and Ordinance No. 32703-102395 adopted by this Council on October 23, 1995, there were authorized to be issued, sold and delivered general obligation public improvement bonds of the City in the principal amount of \$8,300,000, for the purposes specified in Ordinance No. 32703-102395.

(ii) Pursuant to Ordinance No. 32791-121895 adopted by this Council on December 18, 1995, the City authorized and approved the issuance and sale of the general obligation bonds referred to in Section 1(b)(i) hereof, such bonds having been issued in the principal amount of \$8,300,000, designated as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds, Series 1996B" (the "Series 1996B Bonds"), dated January 1, 1996 and maturing in varying principal amounts on February 1 in each of the years 1997 through 2014, both inclusive.

(c) (i) Pursuant to Section 47 of the Charter of the City, an election duly called and held in the City on November 4, 1997, and Ordinances Nos. 33497-072197 and 33498-072197 adopted by this Council on July 21, 1997, there were authorized to be issued, sold and delivered general obligation bonds of the City in the principal amount of \$39,030,000, for the purposes specified in such ordinances.

(ii) Pursuant to Ordinance No. 33652-111797 adopted by this Council on November 17, 1997, the City authorized and approved the issuance and sale of a portion of the general obligation bonds referred to in Section 1(c)(i) hereof, such bonds having been issued in the principal amount of \$13,010,000, designated as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds, Series 1997A" (the "Series 1997A Bonds"), dated December 15, 1997 and maturing in varying principal amounts on August 1 in each of the years 1998 through 2017, both inclusive.

(iii) Pursuant to Resolution No. 34476-090799 adopted by this Council on September 7, 1999, the City authorized and approved the issuance and sale of the balance of the general obligation bonds referred to in Section 1(c)(i) hereof, such bonds having been issued in the principal amount of \$26,020,000, designated as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds, Series 1999A" (the "Series 1999A Bonds"), dated October 1, 1999 and maturing in varying principal amounts on October 1 in each of the years 2000 through 2017, both inclusive, and on October 1, 2019.

(d) (i) Pursuant to Chapter 26 of Title 15.2 of the Code of Virginia, 1950, being the Public Finance Act of 1991 (the "Public Finance Act of 1991"), and Ordinance No

34255-041999 adopted by this Council on April 19, 1999, there were authorized to be issued, sold and delivered general obligation bonds of the City in the principal amount of \$7,600,000, for the purposes specified in such ordinance.

(ii) Pursuant to the Public Finance Act of 1991 and Ordinance No. 34362-062199 adopted by this Council on June 21, 1999, there were authorized to be issued sold and delivered general obligation bonds of the City in the principal amount of \$2,500,000, for the purposes specified in such ordinance.

(iii) Pursuant to Resolution No. 34476-090799 adopted by this Council on September 7, 1999, the City authorized and approved the issuance and sale of the general obligation bonds referred to in Section 1(d)(i) and (ii) hereof, such bonds having been issued in the principal amount of \$10,100,000, designated as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds, Series 1999B (the "Series 1999B Bonds"), dated October 1, 1999 and maturing in varying principal amounts on October 1 in each of the years 2000 through 2017, both inclusive, and on October 1, 2019.

(e) This Council deems it advisable and in the best interest of the City to authorize and provide for the issuance, sale and delivery of an issue of general obligation public improvement refunding bonds for the purpose of providing for the refunding of all or a portion of the \$17,245,000 principal amount of the Series 1996A Bonds maturing on or after February 1, 2007 (the "Refunded 1996A Bonds"), all or a portion of the \$6,355,000 principal amount of the Series 1996B Bonds maturing on or after February 1, 2007 (the "Refunded 1996B Bonds"), all or a portion of \$7,150,000 principal amount of the Series 1997 Bonds maturing on or after August 1, 2007 (the "Refunded 1997A Bonds"), all or a portion of \$17,575,000 principal amount of the Series 1999A Bonds maturing on and after October 1, 2010 (the "Refunded 1999A Bonds"), and all or a portion of \$1,615,000 principal amount of the Series 1999B Bonds maturing on and after October 1, 2010 (the "Refunded 1999B Bonds"). The Refunded 1996A Bonds and the Refunded 1996B Bonds are hereinafter referred to collectively as the "Refunded 1996 Bonds", the Refunded 1999A Bonds and the Refunded 1999B Bonds are hereinafter referred to collectively as the "Refunded 1999 Bonds", and the Refunded 1996 Bonds, the Refunded 1997A Bonds and the Refunded 1999 Bonds are hereinafter referred to collectively as the "Refunded Bonds".

SECTION 2. (a) Pursuant to the Public Finance Act of 1991, including in particular Title 15.2, Chapter 26, Article 5, Section 15.2-2643 *et seq.*, of the Code of Virginia, 1950, for the purpose of providing funds to refund the Refunded Bonds in advance of their stated maturities and to pay the costs of issuance of the Bonds, there are hereby authorized to be issued, sold and delivered not to exceed Sixty Million Dollars (\$60,000,000) principal amount of general obligation refunding bonds of the City which shall be designated and known as "City of Roanoke, Virginia, General Obligation Public Improvement Refunding Bonds" (referred to herein as the "Bonds").

(b) The Bonds shall be issued in their entirety at one time, or from time to time in part in series, as shall be determined by the Director of Finance. The Bonds of each series shall be sold to an underwriter for the Bonds of such series (the "Underwriter") selected by



the Director of Finance. There shall be added to the designation of the Bonds a series designation determined by the Director of Finance. The Bonds shall be issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof. The Bonds of a given series shall be numbered from No. R-1 upwards in order of issuance. The Bonds shall bear interest from their date payable on such date and semiannually thereafter as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof. The Bonds shall be issued in such aggregate principal amount (not exceeding in the aggregate the principal amount specified in Section 2(a) hereof); and shall mature on such dates and in such years (but in no event later than October 1, 2020), and in the principal amount in each such year, determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof. Interest on the Bonds shall be calculated on the basis of a three hundred and sixty (360) day year comprised of twelve (12) thirty (30) day months.

(c) The Bonds (or portions thereof in installments of \$5,000) may be made subject to redemption at the option of the City prior to their stated maturities, in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of such redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with the interest accrued thereon to the date fixed for the redemption thereof, as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof.

(d) (i) If any Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of such Bond is to be redeemed, that such Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Bond or Bonds issued equalling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the registered owner thereof at his address as it appears on the books of registry kept by the Registrar as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of any Bond shall have been given as aforesaid, and payment of the principal amount of such Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest thereon shall cease to accrue from and after the date so specified for the redemption thereof.

(ii) So long as the Bonds are in book-entry only form, any notice of redemption shall be given only to The Depository Trust Company, New York, New York ("DTC"), or to its nominee. The City shall not be responsible for providing any beneficial owner of the Bonds any notice of redemption.

SECTION 3. The full faith and credit of the City shall be and is irrevocably pledged to the punctual payment of the principal of and premium, if any, and interest on the

Bonds as the same become due. In each year while the Bonds, or any of them, are outstanding and unpaid, this Council is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on the Bonds to the extent other funds of the City are not lawfully available and appropriated for such purpose.

SECTION 4. (a) The Bonds shall be executed, for and on behalf of the City, by the manual or facsimile signatures of the Mayor and City Treasurer of the City and shall have a facsimile of the corporate seal of the City imprinted thereon, attested by the manual or facsimile signature of the City Clerk of the City.

(b) The Director of Finance is hereby authorized to appoint a Registrar and Paying Agent for the Bonds (the "Registrar").

(c) The Director of Finance shall direct the Registrar to authenticate the Bonds and no Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication endorsed on each Bond shall have been manually executed by an authorized signator of the Registrar. Upon the authentication of any Bonds the Registrar shall insert in the certificate of authentication the date as of which such Bonds are authenticated as follows: (i) if a Bond is authenticated prior to the first interest payment date, the certificate shall be dated as of the date of the initial issuance and delivery of the Bonds of the series of Bonds of which such Bond is one; (ii) if a Bond is authenticated upon an interest payment date, the certificate shall be dated as of such interest payment date; (iii) if a Bond is authenticated after the fifteenth (15th) day of the calendar month next preceding an interest payment date and prior to such interest payment date, the certificate shall be dated as of such interest payment date; and (iv) in all other instances the certificate shall be dated as of the interest payment date next preceding the date upon which the Bond is authenticated. In the event the Bonds of any series shall be dated as of a date other than the first day of a calendar month or the dates on which interest is payable on such series are other than the first days of calendar months, the provisions of this Section 4(c) with regard to the authentication of such Bonds and of Section 10 with regard to the form of such Bonds shall be modified as the Director of Finance shall determine to be necessary or appropriate.

(d) The execution and authentication of the Bonds in the manner above set forth is adopted as a due and sufficient authentication of the Bonds.

SECTION 5. (a) The principal of and premium, if any, and interest on the Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts at the office of the Registrar. Interest on the Bonds shall be payable by check mailed by the Registrar to the registered owners of such Bonds at their respective addresses as such addresses appear on the books of registry kept pursuant to this Section 5; *provided, however*, that so long as the Bonds are in book-entry only form and registered in the name of Cede & Co., as nominee of DTC, or in the name of such other nominee of DTC as may be requested by an authorized representative of

DTC, interest on the Bonds shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer.

(b) At all times during which any Bond of any series remains outstanding and unpaid, the Registrar for such series shall keep or cause to be kept at its office books of registry for the registration, exchange and transfer of Bonds of such series. Upon presentation at its office for such purpose the Registrar, under such reasonable regulations as it may prescribe, shall register, exchange, transfer, or cause to be registered, exchanged or transferred, on the books of registry the Bonds as hereinbefore set forth.

(c) The books of registry shall at all times be open for inspection by the City or any duly authorized officer thereof.

(d) Any Bond may be exchanged at the office of the Registrar for such series of Bonds for a like aggregate principal amount of such Bonds in other authorized principal sums of the same series, interest rate and maturity.

(e) Any Bond of any series may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or by his duly authorized attorney, in form satisfactory to the Registrar.

(f) All transfers or exchanges pursuant to this Section 5 shall be made without expense to the registered owners of such Bonds, except as otherwise herein provided, and except that the Registrar for such series of Bonds shall require the payment by the registered owner of the Bond requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Bonds surrendered pursuant to this Section 5 shall be cancelled.

(g) (i) The Bonds shall be issued in full book-entry form. One Bond representing each maturity of the Bonds will be issued to and registered in the name of Cede & Co., as nominee of DTC, or such other nominee of DTC as may be requested by an authorized representative of DTC, as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased.

(ii) Principal, premium, if any, and interest payments on the Bonds will be made by the Registrar to DTC or its nominee, Cede & Co., or such other nominee of DTC as may be requested by an authorized representative of DTC, as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Bonds. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Bonds by DTC participants will be the responsibility of such participants and other

nominees of such beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Bonds.

(iii) The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Bonds.

SECTION 6. (a) CUSIP identification numbers may be printed on the Bonds, but no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is printed; no liability shall attach to the City or any officer or agent thereof (including any paying agent for the Bonds) by reason of such numbers or any use made thereof (including any use thereof made by the City, any such officer or any such agent) or by reason of any inaccuracy, error or omission with respect thereto or in such use; and any inaccuracy, error or omission with respect to such numbers shall not constitute cause for failure or refusal by a purchaser of any Bonds to accept delivery of and pay for such Bonds. All expenses in connection with the assignment and printing of CUSIP numbers on the Bonds shall be paid by the City; *provided, however*, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of the Underwriter (as such term is defined in Section 8(a)).

(b) A copy of the final legal opinion with respect to the Bonds, with the name of the attorney or attorneys rendering the same, together with a certification of the City Clerk, executed by a facsimile signature of that officer, to the effect that such copy is a true and complete copy (except for letterhead and date) of the legal opinion which was dated as of the date of delivery of and payment for the Bonds, may be printed on the Bonds.

SECTION 7. The City covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 and the applicable Treasury Regulations promulgated thereunder throughout the term of the Bonds.

SECTION 8. (a) Pursuant to the authority of and for the purposes specified herein, this Council hereby authorizes the City Manager and the Director of Finance, without further action of this Council, to sell the Bonds at a negotiated sale to the Underwriter, on or before July 1, 2004, at a price not less than ninety-five percent (95%) and not greater than one hundred seven percent (107%) of the principal amount of the Bonds, plus accrued interest from the date of the Bonds to the date of delivery thereof and payment therefor; *provided, however*, that the Bonds allocable to the refunding of the Refunded 1996 Bonds may be sold to the Underwriter only if the refunding of the Refunded 1996 Bonds will result in net present value savings to the City of not less than \$500,000 and a net present value savings ratio of not less than three percent (3%), in each case based on the debt service on the Refunded 1996 Bonds, that the Bonds allocable to the refunding of the Refunded 1997A Bonds may be sold to the Underwriter only if the refunding of the Refunded 1997A Bonds will result in net present value savings to the City of not less than \$200,000 and a net present value savings ratio of not less than three percent (3%), in each case based on the debt service on the Refunded 1997A Bonds, and that the Bonds allocable to the refunding of the Refunded 1999 Bonds may be sold to the Underwriter only if

the refunding of the Refunded 1999 Bonds will result in net present value savings to the City of not less than \$500,000 and a net present value savings ratio of not less than four percent (4%), in each case based on the debt service on the Refunded 1999 Bonds, and *provided further* in no event shall the underwriting compensation to the Underwriter exceed three-quarters of one percent ( $\frac{3}{4}$  of 1%) of the principal amount of the Bonds. This Council hereby further authorizes the City Manager and the Director of Finance to execute and deliver to the Underwriter a Bond Purchase Contract relating to the sale of the Bonds by the City to the Underwriter in such form as shall be approved by the City Manager and the Director of Finance upon the advice of counsel (including the City Attorney and Bond Counsel to the City), such approval to be conclusively evidenced by their execution and delivery thereof. The Bonds shall bear interest at such rates per annum as shall be approved by the City Manager and the Director of Finance; *provided, however*, in no event shall the true interest rate for the Bonds exceed five percent (5%) and *provided further* in no event shall the premium payable by the City upon the redemption of the Bonds exceed two percent (2%) of the principal amount thereof.

(b) The City Manager and the Director of Finance are hereby authorized to cause to be prepared and deliver to the Underwriter a Preliminary Official Statement and a final Official Statement relating the Bonds on or before the dates specified in the Bond Purchase Contract. The City Manager and the Director of Finance are hereby further authorized to certify that the Preliminary Official Statement for the Bonds authorized hereunder is “deemed final” for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (“Rule 15c2-12). The Mayor of the City is hereby authorized to execute the final Official Statement on behalf of the City.

(c) The City Manager and the Director of Finance are hereby authorized to execute and deliver to the purchasers of the Bonds a Continuing Disclosure Certificate relating to the Bonds evidencing the City’s undertaking to comply with the continuing disclosure requirements of Paragraph (b)(5) of Rule 15c2-12 in such form as shall be approved by the City Manager and the Director of Finance upon advice of counsel (including the City Attorney or Bond Counsel), such approval to be conclusively evidenced by their execution and delivery thereof.

(d) All actions and proceedings heretofore taken by this Council, the City Manager, the Director of Finance and the other officers, employees, agents and attorneys of and for the City in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 9. (a) The City Manager and the Director of Finance are hereby authorized to enter into an Escrow Deposit Agreement in the form customarily entered into by the City in connection with advance refunding transactions providing for the redemption of the Refunded Bonds (the “Escrow Deposit Agreement”) and to appoint an Escrow Agent to serve under the Escrow Deposit Agreement. The City Manager and the Director of Finance are hereby authorized to appoint a verification agent to verify the mathematical accuracy of computations relating to the Bonds and the Refunded Bonds.

(b) The City Manager and the Director of Finance, or either of them, are hereby authorized to execute, on behalf of the City, subscriptions or purchase agreements for the securities to be purchased by the Escrow Agent from moneys deposited in the Escrow Deposit Fund created and established under the Escrow Deposit Agreement. Such securities so purchased shall be held by the Escrow Agent under and in accordance with the provisions of the Escrow Deposit Agreement.

(c) Subject to the sale and receipt of the proceeds of the Bonds, the City Manager and the Director of Finance are hereby authorized to designate the Refunded Bonds for redemption on such date or dates as they shall determine and are hereby further authorized to direct the Escrow Agent to cause notices of the redemption of the Refunded Bonds on such date or dates to be given in accordance with the provisions of the proceedings authorizing the issuance of the Refunded Bonds.

SECTION 10. The Bonds, the certificate of authentication of the Registrar, and the assignment endorsed on the Bonds, shall be substantially in the forms set forth in Exhibit A attached hereto.

SECTION 11. The City Clerk is hereby directed to file a copy of this Resolution, certified by such City Clerk to be a true copy hereof, with the Circuit Court of the City of Roanoke, Virginia, all in accordance with Section 15.2-2607 of the Code of Virginia, 1950.

SECTION 12. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

ATTEST:

City Clerk.

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE  
GENERAL OBLIGATION PUBLIC  
IMPROVEMENT REFUNDING BOND  
SERIES \_\_\_\_\_**

No. R-\_\_

\$ \_\_\_\_\_

MATURITY DATE:INTEREST RATE:DATE OF BOND:CUSIP NO:

REGISTERED OWNER:

PRINCIPAL SUM:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Roanoke, in the Commonwealth of Virginia (the "City"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above) (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of the redemption price duly made or provided for), the Principal Sum (specified above), and to pay interest on such Principal Sum on \_\_\_\_\_ and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter (each such date is hereinafter referred to as an "interest payment date"), from the date hereof or from the interest payment date next preceding the date of authentication hereof to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such interest payment date, or unless such date of authentication is within the period from the sixteenth (16th) day to the last day of the calendar month next preceding the following interest payment date, in which case from such following interest payment date, such interest to be paid until the maturity or redemption hereof at the Interest Rate (specified above) per annum, by check mailed by the Paying Agent hereinafter mentioned to the Registered Owner in whose name this Bond is registered upon the books of registry, as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date; *provided, however*, that so long as this Bond is in book-entry only form and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on this Bond shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer. Interest on this Bond shall be calculated on the basis of a three hundred and sixty (360) day year comprised of twelve (12) thirty (30) day months.

The principal of and premium, if any, on this Bond are payable on presentation and surrender hereof at the office of \_\_\_\_\_, as the Registrar and Paying Agent, in the City of \_\_\_\_\_, \_\_\_\_\_. Principal of and premium, if any,

and interest on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for public and private debts.

This Bond is one of a series of Bonds of like date, denomination and tenor except as to number, interest rate and maturity, and is issued for the purpose of providing funds to refund in advance of their stated maturities certain general obligation public improvement bonds heretofore issued by the City to pay the costs of public improvement projects of and for the City. This Bond is issued under and pursuant to and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including Chapter 26 of Title 15.2 of the Code of Virginia, 1950 (the same being the Public Finance Act of 1991), and a resolution and other proceedings of the Council of the City duly adopted and taken under the Public Finance Act of 1991.

The Bonds of the series of which this Bond is one (or portions thereof in installments of \$5,000) maturing on and after \_\_\_\_\_ are subject to redemption at the option of the City prior to their stated maturities, on or after \_\_\_\_\_ in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of the following redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with the interest accrued thereon to the date fixed for the redemption thereof:

<u>Redemption Dates</u> <u>(Both Dates Inclusive)</u>	<u>Redemption Prices</u> <u>(Percentages of Principal Amount)</u>
_____ to _____	%
_____ to _____	
_____ and thereafter	

[The Bonds of the series of which this Bond is one maturing on \_\_\_\_\_, \_\_\_\_\_ are subject to mandatory sinking fund redemption on \_\_\_\_\_, \_\_\_\_\_ and on each \_\_\_\_\_ thereafter and to payment at maturity on \_\_\_\_\_, \_\_\_\_\_ in the principal amounts in each year set forth below, in the case of redemption with the particular Bonds or Bonds or portions thereof to be redeemed to be selected by lot, upon payment of the principal amount of the Bonds to be redeemed, together with the interest accrued on the principal amount to be redeemed to the date fixed for the redemption thereof:

<u>Year</u> <u>( )</u>	<u>Principal Amount</u>
---------------------------	-------------------------

The City, at its option, may credit against such mandatory sinking fund redemption requirement the principal amount of any Bonds maturing on \_\_\_\_\_, \_\_\_\_\_



which have been purchased and cancelled by the City or which have been redeemed and not theretofore applied as a credit against such mandatory sinking fund redemption requirement.]

If this Bond is redeemable and this Bond (or any portion of the principal amount hereof in installments of \$5,000) shall be called for redemption, notice of the redemption hereof, specifying the date, number and maturity of this Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of this Bond is to be redeemed, that this Bond must be surrendered in exchange for the principal amount hereof to be redeemed and a new Bond or Bonds issued equalling in principal amount that portion of the principal amount hereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the Registered Owner hereof at his address as it appears on the books of registry kept by the Registrar as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of this Bond (or the portion of the principal amount hereof to be redeemed) shall have been given as aforesaid, and payment of the principal amount of this Bond (or the portion of the principal amount hereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest hereon shall cease to accrue from and after the date so specified for the redemption hereof.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, this Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Bonds of other authorized principal amounts and of the same series, interest rate and maturity. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, on the books of registry kept by the Registrar for such purpose at the office of the Registrar but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer a new Bond or Bonds of authorized denominations and of the same aggregate principal amount, series, interest rate and maturity as the Bond surrendered, will be issued to the transferee in exchange herefor.

This Bond shall not be valid or obligatory unless the certificate of authentication hereon shall have been manually signed by the Registrar.

The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and premium, if any, and interest on this Bond as the same become due. In each year while this Bond is outstanding and unpaid, the Council of the City is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay the principal of and premium, if any, and interest on this Bond to the extent other funds of the City are not lawfully available and appropriated for such purpose.

It is certified, recited and declared that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that

the amount of this Bond, together with all other indebtedness of the City does not exceed any limitation of indebtedness prescribed by the Constitution or statutes of the Commonwealth of Virginia or the Charter of the City.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signatures of its Mayor and its City Treasurer; a facsimile of the corporate seal of the City to be imprinted hereon attested by the manual or facsimile signature of the City Clerk of the City; and this Bond to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_  
Mayor

[SEAL]

\_\_\_\_\_  
City Treasurer

Attest:

\_\_\_\_\_  
City Clerk

#### **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds delivered pursuant to the within-mentioned proceedings.

[\_\_\_\_\_] ,  
as Registrar

By: \_\_\_\_\_  
Authorized Signator

Date of Authentication: \_\_\_\_\_

## ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

---

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY  
OR OTHER TAX IDENTIFYING NUMBER OF TRANSFEREE:

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_, Attorney, to transfer such Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company.

---

(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the face of this Bond in every particular, without alteration, enlargement or any change whatsoever.



Gloria P. Manns, Chairman  
 Ruth C. Willson, Vice Chairman  
 William H. Lindsey

Melinda J. Payne  
 Robert J. Sparrow  
 Kathy G. Stockburger

David B. Trinkle, M.D.  
 E. Wayne Harris, Ed.D., Superintendent  
 Cindy H. Lee, Clerk of the Board

Roanoke

City School Board P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381 • Fax: 540-853-2951

January 20, 2004

The Honorable Ralph K. Smith, Mayor  
 and Members of Roanoke City Council  
 Roanoke, VA 24011

Dear Members of Council:

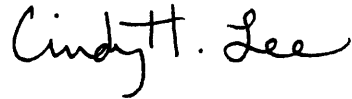
As the result of official School Board action at its meeting on January 13, the Board respectfully requests City Council to approve the following appropriations and transfers:

- \$86,809.00 from the 2003-04 Capital Maintenance and Equipment Replacement Fund to provide monies for musical instrument replacement, health equipment, instructional technology equipment, administrative technology equipment, custodial equipment, grounds improvements, and transportation facility fixtures.
- \$500,000.00 for architect fees for the Patrick Henry High School project.
- \$46,300.00 for the Special Education Interpreter Training program to provide funds for the development of training curriculum for the hearing impaired program. This continuing program will be reimbursed one hundred percent by federal funds.
- \$15,000.00 for the Chess Program. A private donation has been received for this continuing program.
- \$8,250.00 for the Western Virginia Regional Science Fair. This continuing program will be funded with contributions from participating school districts, corporate and individual contributions, and a local match.
- \$42,225.00 for the Patrick Henry Youth Court program. The program will provide instruction in the legal process and will allow for alternative disciplinary actions. This new program will be reimbursed with federal funds.

Members of Council  
Page 2  
January 20, 2004

Thank you for your attention to this request.

Sincerely,

A handwritten signature in cursive script that reads "Cindy H. Lee". The signature is written in dark ink and is positioned above the typed name.

Cindy H. Lee, Clerk

re

cc: Mrs. Gloria P. Manns  
Dr. E. Wayne Harris  
Mr. Richard L. Kelley  
Mr. Kenneth F. Mundy

Mrs. Darlene Burcham  
Mr. William M. Hackworth  
Mr. Jesse A. Hall  
Mr. Jim Wells (with  
accounting details)



# CITY OF ROANOKE

## DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461

P.O. Box 1220

Roanoke, Virginia 24006-1220

Telephone: (540) 853-2821

Fax: (540) 853-6142

**JESSE A. HALL**

**Director of Finance**

email: jesse\_hall@ci.roanoke.va.us

**ANN H. SHAWVER**

**Deputy Director**

email: ann\_shawver@ci.roanoke.va.us

January 20, 2004

The Honorable Ralph K. Smith, Mayor  
 The Honorable C. Nelson Harris, Vice Mayor  
 The Honorable William D. Bestpitch, Council Member  
 The Honorable M. Rupert Cutler, Council Member  
 The Honorable Alfred T. Dowe, Jr., Council Member  
 The Honorable Beverly T. Fitzpatrick, Jr., Council Member  
 The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

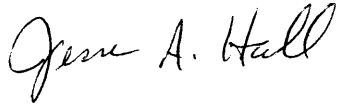
We have reviewed the attached request to appropriate funding for the School Board. This report will appropriate the following:

- \$86,809 from the 2003-04 Capital Maintenance and Equipment Replacement Program to provide monies for musical instrument replacement, health equipment, instructional technology equipment, administrative technology equipment, custodial equipment, grounds improvements, and transportation facility fixtures.
- \$500,000 for architect fees for the Patrick Henry High School project. Funding is available from the reserve for future debt service which is available to cash-fund projects until debt is issued on the Patrick Henry project. The majority of debt issuance is planned for FY05. Debt will be issued in the form of general obligation bonds, VSPA bonds and Literary Loans as most financially advantageous to the City and School Board. The School Board and the City will each be funding debt service on approximately \$19 million relative to this project.
- \$46,300 for the Special Education Interpreter Training program to provide funds for the development of training curriculum for the hearing impaired program. This continuing program will be reimbursed one hundred percent by federal funds.
- \$15,000 for the Chess Program. A private donation has been received for this continuing program.
- \$8,250 for the Western Virginia Regional Science Fair. This continuing program will be funded with contributions from participating school districts, corporate and individual contributions, and a local match.
- \$42,225 for the Patrick Henry Youth Court program. The program will provide instruction in the legal process and will allow for alternative disciplinary actions. This new program will be reimbursed with federal funds.

Honorable Mayor and Members  
of City Council  
January 20, 2004

We recommend that you concur with this report of the School Board and adopt the attached budget ordinance to appropriate funding as outlined above.

Sincerely,

A handwritten signature in cursive script that reads "Jesse A. Hall".

Jesse A. Hall  
Director of Finance

Attachment

JAH/ctg

c: Darlene L. Burcham, City Manager  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
E. Wayne Harris, Superintendent of City Schools

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for equipment from the Capital Maintenance and Equipment Replacement Program (CMERP), architect fees for the Patrick Henry High School project and several grants, amending and reordaining certain sections of the 2003-2004 School, School Capital Projects and School Food Service Funds Appropriations and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2003-2004 School, School Capital Projects and School Food Service Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

**School Fund**

**Appropriations**

Replacement - Machinery & Equipment	030-065-6006-6009-0801	\$ 7,716
Additional - Machinery & Equipment	030-065-6006-6106-0821	2,093
Additional - Machinery & Equipment	030-065-6006-6100-0821	14,710
Replacement - Data Processing Equipment	030-065-6006-6302-0806	14,390
Additional - Machinery & Equipment	030-065-6006-6681-0821	630
Additional - Other Capital Outlays	030-065-6006-6682-0829	463
Additional - Furniture & Fixtures	030-065-6006-6896-0822	12,268
Interest	030-065-6007-6998-0902	(500,000)
Transfer to School Capital Projects Fund	030-065-6007-6999-9531	500,000
Compensation of Supervisors	030-062-6596-6174-0124	9,289
Social Security	030-062-6596-6174-0201	711
Supplements	030-062-6596-6174-0129	36,300
Maintenance Service Contracts	030-062-6614-6102-0332	3,000
Conventions / Education	030-062-6614-6102-0554	12,000
Other Professional Services	030-062-6859-6311-0313	2,685
Conventions / Education	030-062-6859-6311-0554	4,225
Dues & Association Memberships	030-062-6859-6311-0581	500
Education & Recreational Supplies	030-062-6859-6311-0614	540
Security Guard	030-062-6859-6685-0195	279
Social Security	030-062-6859-6685-0201	21
Compensation of Teachers	030-062-6860-6100-0121	28,750
Social Security	030-062-6860-6100-0201	2,199
Retirement - VRS	030-062-6860-6100-0202	4,022
Health Insurance	030-062-6860-6100-0204	1,254
Professional Health Services	030-062-6860-6100-0311	1,500
Mileage	030-062-6860-6100-0551	2,000



Education & Recreational Supplies	030-062-6860-6100-0614	2,500
Revenue		
Federal Grant Receipts	030-062-6596-1102	46,300
Fees	030-062-6614-1103	15,000
Local Match	030-062-6859-1101	2,000
Fees	030-062-6859-1103	6,250
Federal Grant Receipts	030-062-6860-1102	42,225
Fund Balance		
Reserved for CMERP - School	030-3324	(52,270)
<b><u>School Capital Projects Fund</u></b>		
Appropriations		
Appropriation From General Revenue	031-065-6066-6896-9003	500,000
Revenue		
Transfer From School Fund	031-065-6066-6896-1127	500,000
<b><u>School Food Service</u></b>		
Appropriations		
Additional - Motor Vehicles & Equipment	032-065-6006-6788-0824	34,539
Fund Balance		
Unappropriated	030-3325	(34,539)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



# Roanoke Neighborhood Advocates

*Promoting the Development of World-Class Neighborhoods*

## Members:

Carl Cooper  
Chair-elect

Sandra Kelly  
Vice Chair-elect

John Renick  
Secretary-elect

Shirley Bethel

Bob Caudle

Jesse Dodson

John Griessmayer

Robin Murphy-Kelso

Su Nguyen

Richard Nichols

Joseph Schupp

December 31, 2003

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr. Council Member  
Honorable Beverly T. Fitzpatrick, Jr. Council Member  
Honorable Linda F. Wyatt, Council Member

Subject: Roanoke Neighborhood Advocates Resolution 36397-061603

Dear Mayor Smith and Members of Council:

The Roanoke Neighborhood Advocates (RNA) was created by Resolution 36397-061603 on June 16, 2003, by Roanoke City Council and is charged with fulfilling eight goals, defined as "duties and responsibilities." In Resolution 36397-061603, Council instructed the RNA to submit by December 30, 2003, its By-Laws and Strategic Plan for Council approval.

Enclosed are two documents, The By-Laws and The Strategic Plan for the RNA. I am pleased to present them to you on behalf of the committee. Though the Strategic Plan and By-laws spell out our structure and the way we would like to carry out our work, they are subject to change as our knowledge of community issues grows.

We have done considerable research and recognize that success for us will lie in Roanoke as a whole being successful at remaining true to its commitment to its neighborhoods. I believe the committee's dedication to this task will only increase.

I'd like to share with you something I got from the "Center for Neighborhoods 2001 Annual Report," which represents the spirit of the RNA committee. I quote:

Noel C. Taylor Municipal Bldg.  
215 Church Ave, Room 162  
Roanoke, VA 24011

Phone: 540-853-5210  
Fax: 540-853-6597  
Email: neighborhoods@ci.roanoke.va.us


"The following values and beliefs guide the Center's work:

- Broad-based citizen participation and involvement  
We believe it is important to increase the number of citizens participating in public discussions and decision-making, and therefore important to create and support inclusive, respectful community-based environments that empower citizens to learn and work together across boundaries of race, socioeconomic class, and neighborhood.
- Social justice and equity  
We believe neighborhood-based organizing and development have the potential to facilitate the networks, education, and changes required to create a more just and equitable society, one in which every child in the city has the opportunity and choices s/he needs.
- Facilitative leadership and governance  
We believe the best public decisions draw upon and strengthen community members' capacities, values, and resources, and therefore that public officials and staff should play a facilitative rather than directive role in public decision-making; and that key city services and policies should be neighborhood-based.
- Neighborhood scale  
Working at a neighborhood scale holds a rich and powerful potential for effective, efficient, and multi-disciplinary systems of economic and social support, public decision-making, and accountability." ([www.center4neighborhoods.org/2001\\_Annual\\_Report.pdf](http://www.center4neighborhoods.org/2001_Annual_Report.pdf))

I hope that each of you will join me in saying, "I believe that too."

In closing, thank you all for giving us the opportunity to serve our fellow citizens here in the best place in the world to live, work and play – The Star City of the South, the All-America City of Roanoke, Virginia.

Most Respectfully,

  
Carl D. Cooper  
Chair-Elect  
Roanoke Neighborhood Advocates

Cc: City Manager Darlene Burcham, Assistant City Manager Rolanda Russell, Director of Housing and Neighborhood Services Mike Etienne, members of the RNA committee

# ROANOKE NEIGHBORHOOD ADVOCATES CITY OF ROANOKE

## BY-LAWS AND RULES OF PROCEDURE

### I. Purpose

The following by-laws and rules of procedure are adopted by the Roanoke Neighborhood Advocates to facilitate the performance of its duties and the exercise of its powers as set forth in Roanoke City Council Resolution 36397-061603 adopted June 16, 2003.

### II. Members, Officers and Duties

- A. General. The RNA shall consist of seven members appointed by City Council, for rotating 3-year terms. The seven Council appointed members shall elect 6 additional members for a total of 13 members. The six members selected by the seven Council appointees shall serve rotating 3-year terms.
- B. Chair. The RNA shall elect a Chair by majority vote from among its members. The term of the Chair shall be for one year beginning as of the first meeting in January of each year, or until a successor is elected, and the Chair shall be eligible for reelection. The Chair shall preside at meetings of the RNA, decide all matters of order and procedure, subject to the rules and by-laws of the RNA, unless directed otherwise by a majority of the RNA in session at the time, and in the case of applications brought before the full RNA, the Chair shall execute all rulings issued on behalf of the full RNA.
- C. Vice-Chair. A Vice-Chair shall be elected by the RNA from among its members in the same manner as the Chair. The Vice-Chair shall act for the Chair in the Chair's absence. In the event the Chair is not available to execute any rulings issued on behalf of the full RNA pertaining to matters decided by the RNA and presided over by the Chair, the Vice-Chair may execute the same if the Vice-Chair was present at the RNA's meeting at which such matters were decided.
- D. Secretary. A Secretary shall be elected by the RNA from among its members in the same manner as the Chair. The term of the Secretary

shall be for one year beginning as of the first day of January or until a successor is elected, and the Secretary may be re-elected.

The Secretary, subject to the direction of the Chair and the RNA, shall keep all records, serve notice to all members of all meetings, prepare an agenda for such meetings, conduct all correspondence of the RNA, and generally supervise the clerical work of the RNA. The Secretary shall keep the minutes of each meeting of the RNA and file them with the City Clerk. These minutes shall show the record of all important facts pertaining to every meeting and hearing, every resolution acted upon by the RNA, and the total vote for or against any resolution or other matter, indicating the names of members absent or failing to vote. The Secretary shall record all rulings issued by the RNA. The Secretary shall notify the City Clerk promptly if any vacancy occurs in the membership of the RNA

## II. Meetings

- A. Regular Meetings. Unless otherwise notified, regular meetings of the RNA shall be held on the third Monday of each month at 4:30 p.m. in the official meeting room designated by the RNA, provided that upon a decision of the RNA, an adjourned meeting may be held at any other place in the City. The annual meeting for the election of officers of the RNA shall be held at the regular meeting in the month of December each year.
- B. Attendance. Members absent from three (3) meetings within a twelve (12) month period shall be subject to removal from the RNA.
- C. Special Meetings. Special meetings of the RNA may be called at any time by the Chairman by notice given personally to each member or left at his place of residence not less than twenty-four (24) hours prior to the time fixed for the meeting. If all members of the RNA are present at the special meeting, then the requirements as to prior notice shall be deemed to be waived.
- D. Quorum and Vote. Seven members of the RNA shall constitute a quorum, and no action of the RNA shall be valid unless authorized by a majority of those present and eligible to vote. A tie vote is to be construed as a denial of the requested action.
- E. Conduct of Meetings. All meetings shall be open to the public; provided, however, that closed meetings may be held in compliance with the Virginia Freedom of Information Act. The order of business at regular meetings shall be as follows:
  - a. Roll Call;

- b. Reading and Approval Of Minutes;
- c. Reports Of Officers, RNAs, and Standing Committees
- d. Reports Of Special (Select or Ad Hoc) Committees
- e. Special Orders;
- f. Unfinished business and General orders
- g. New Business;
- h. Open Forum
- i. Announcements
- j. Program
- k. Adjournment

#### IV. Procedure for Submitting Advocacy Requests to RNA

- A. Applications. All advocacy requests must be submitted to the Secretary at least fifteen (15) calendar days prior to the next meeting of the RNA, in order to allow the RNA adequate time to study the application.
- B. Content of Applications. Applications for advocacy must be on forms provided by the Secretary. Applications must be in sufficient detail to inform the RNA of the nature of such request and must be accompanied by specifications and descriptions, etc., of the proposed advocacy.
- C. Notice to Citizens. At least one week prior to the meeting at which the matter will be heard, the Secretary will notify citizens through established communication channels as defined in the Roanoke Neighborhood Advocates **Public Information Procedure**.

#### V. Consideration of Applications

- A. Order of Business. The applicant may appear in person or by the applicant's representative at a meeting to present the application. The applicant, or the applicant's representative, is expected to appear at the meeting at which the application is presented. The order of business for consideration of applications for advocacy shall be as follows:
  - 1. The Chair, or such person as the Chair shall direct, shall give a preliminary statement concerning the application;
  - 2. The applicant shall present the arguments in support of his or her application;
  - 3. Statements or arguments submitted by any official, commission, or department of the City, any state agency, or any local historical,

preservation or neighborhood association shall be presented as directed by the Chairman;

4. Comments by other interested persons shall then be presented.
5. The RNA shall thereafter proceed to deliberate whether to accept the application or to deny it. In order to expedite a decision on all matters presented to the RNA, it shall be the practice of the RNA when meeting in regular or special meetings to consider that all items on the agenda are automatically moved by the entire membership. The Chair may call for a vote on the items as filed with the Secretary, or as amended at the regular or special meeting, at the conclusion of discussion without calling for a formal motion by any member present. Any member may, upon the Chair calling for a vote on an item, move that the item be amended.
6. The RNA shall vote and announce its decision to consider or not consider the application not later than fifteen (15) calendar days after the conclusion of the hearing on an application unless the time is extended with the written consent of the applicant.
7. Procedures may be modified by the Chair with the concurrence of a majority of the RNA.

B. Findings. All decisions of the RNA shall be supported by appropriate findings of fact, and, where necessary to effectuate the purposes of the resolution, shall be accompanied by such conditions and/or recommendations as it may determine to be reasonable under the circumstances. In considering applications, witnesses may be called and factual evidence may be submitted, but the RNA shall not be limited to consideration of such evidence as would be admissible in a court of law.

C. Research Staff Report. Immediately upon approval by the RNA of any application for advocacy, a memo shall be sent to the Director of Housing and Neighborhood Services requesting a staff report regarding the advocacy issue.

## VI. RNA Advocacy Decision

- A. Deliberation. After review and findings, the RNA shall thereafter deliberate and render a decision to either advocate or not advocate on behalf of the applicant.
- B. Disapproval and Rehearing. In case of disapproval of an application for advocacy, the RNA shall briefly state its reasons in writing, and it may

make recommendations to the applicant with respect to the appropriateness of the advocacy involved. In case of disapproval accompanied by recommendations, the applicant may again be heard before the RNA, if within ninety (90) days, the applicant files an amended application that addresses the recommendations of the RNA. Otherwise having once considered an application, the RNA shall not hear substantially the same application for one year.

## VII. Advocacy Protocol

A. All RNA decisions to advocate shall be subject to the RNA's Advocacy Protocol.

B. All decisions to advocate shall become the official policy of the RNA and may not be changed except by a three-fourths affirmative vote of the entire RNA membership.

## VII. Parliamentary Authority

The rules contained in the latest revised edition of Robert's Rules of Order shall govern the RNA in all cases in which they are applicable and in which they are not inconsistent with the by-laws and rules of procedure of the RNA.

## VIII. Amendments

These rules may, within the limits allowed by law, be amended at any time by an affirmative vote of not fewer than nine (9) members of the RNA.

Carl D. Cooper by SK  
Chair

John R. Rieck by SK, vice-chair  
Secretary elect



# Strategic Business Plan for Roanoke Neighborhood Advocates

## Executive Summary

Roanoke City Council established the Roanoke Neighborhood Advocates Committee (RNA) in August 2003 to, among other things, encourage the growth in number and capacities of diverse neighborhood organizations. The committee replaced the former Roanoke Neighborhood Partnership Steering Committee, which was abolished as part of a restructuring of city departments related to housing and neighborhood services.

Council appointed seven members to the RNA Committee and gave them the task of selecting six additional members for a total Committee membership of 13. The RNA is charged with fulfilling eight goals, defined as "duties and responsibilities" in Resolution 36397-061603 passed June 16, 2003, by Roanoke City Council.

The committee has laid out the following preliminary plan to accomplish these goals and expects to modify the plan as more information becomes available to the committee through its outreach to neighborhoods and neighborhood groups.

The first step for the committee was to complete its membership with citizens willing to meet the demands of research and outreach required to create a strong RNA. The committee has tried to assure it has an active committee by including expectations for attendance at meetings in the bylaws. The committee expects to select its final three members at the January meeting when its new officers begin their terms.

The RNA goals divide into four categories: preparation of documents, transfer of information from neighborhoods to the city or city-associated groups, transfer of information from government to neighborhood groups and outreach and interaction with neighborhood organizations.

To meet those goals and to create an advocates group that can be a model for other communities, the RNA has outlined the following base for an overall strategic plan:

- Create, develop, implement and maintain a strategic business plan that directs the activities of the organization toward effective advocacy on behalf of the neighborhoods of Roanoke
- Establish committees to oversee preparation of an annual State of the Neighborhoods report due to council in May, administration of the Neighborhood Grant Program, and facilitation of meetings related to revitalization programs, such as those underway in Gainesboro and Gilmer-NNEO neighborhoods
- Develop a plan-of-action that raises the profile of RNA by assigning members to attend meetings of specific neighborhood groups, by having members rotate as writers of a regular column in a Housing & Neighborhood Services newsletter, and by creating RNA letterhead and an RNA web presence complete with contact information for members
- Structure a training program for RNA members whereby two members (one voting and one as observer) are assigned to any RNA representation request, such as membership on the Community Development Committee.
- Develop and encourage training for neighborhoods in how to organize and maintain groups, how to write grants, and even how to create a newsletter; this training is to draw heavily on the resources that already exist in established Roanoke neighborhood

groups, and open avenues for the introduction of additional regional, state and national expertise.

- Identify groups whose concerns overlap those of RNA, such as health, library, parks and recreation, and work with those groups to get RNA members and all neighborhood groups as much information as possible about the community.

The RNA's strategic plan constitutes a blueprint for building on the goals set forth in Roanoke's Vision 20/20 and the city's various neighborhood plans with the aim of creating World Class neighborhoods. World Class neighborhoods are diverse neighborhoods where citizens of all ages are safe, have access to quality education and affordable housing, and where residents have knowledge about issues and the wherewithal to make their voices heard by government. The plan that follows is the initial planning effort toward the strategic goals established for RNA.

### **Mission**

The mission of the Roanoke Neighborhood Advocates is to advocate for the wishes, wants, needs and desires of Roanoke's neighborhoods and neighborhood organizations and ensure that the best interests of all Roanoke neighborhoods are effectively presented.

### **Goals:**

The RNA is charged with fulfilling eight goals, defined as "duties and responsibilities" in Resolution 36397-061603 passed June 16, 2003, by Roanoke City Council. The goals divide into four categories:

- preparation of documents,
- transfer of information from neighborhoods to the city or city-associated groups,
- transfer of information from government to neighborhood groups
- outreach and interaction with neighborhood organizations.

### **Strategies for accomplishing goals:**

Some of the goals set for this committee are bound by deadlines, which required decisions before the goals could be fully studied or even before a full committee could be assembled. Because of this, these initial steps to fulfill a goal are to be considered interim steps that further the goal, but do not represent the fullest methods for achieving the goal. The committee is committed to constantly revisit and update its strategic plan.

### **Measurements for Goals:**

The RNA committee has made a commitment to establish measurements for actions taken to meet goals and even set a measurement for member participation by creating a by-law that says any member who misses more than three meetings in a 12-month period is subject to removal.

## **Breakdown of Goals and Actions by Subcategory:**

### **Category 1: Document preparation and/or review**

#### **Goal 1:** *Establish an overall plan of operation*

Create, develop, implement and maintain a strategic business plan that directs the activities of the organization toward effective advocacy on behalf of the neighborhoods of Roanoke

**Strategy:** Write an initial strategic plan that sets up a structure that can be expanded as information is collected on neighborhood needs, issues.

**Action:** This document, which shall be called a working document because plans must be adjusted and must evolve, addresses this goal. It was prepared for submission to Roanoke City Council before the end of 2003.

**Goal 2:** *Oversee preparation of an annual State of the Neighborhoods report to council and have the report meet requirements of Action NH A10 and A11 of Vision 2001-2020 Due in May. (A10 requires: Develop indicators for neighborhood health and sustainability. A11 requires: Involve neighborhood organizations, civic groups, and businesses in the development and implementation of neighborhood plans.)*

**Strategy:** Become familiar with neighborhood plans by reading the plans and by attending public forums for the plans. Where plans have not been officially adopted and made part of the Comprehensive Plan, interact with the planning process and ensure that adequate resources are available and directed toward the democratic acquisition of legitimate neighborhood will regarding issues of self-determination.

**Action:** Each RNA member will attend the public forums for the plans for the neighborhoods for which the RNA member serves as liaison. Where no public forums are planned, the RNA member will read already existing plans developed by the city or discuss neighborhood issues with neighborhood leaders and city staff assigned to review those neighborhoods.

**Strategy:** Identify indicators, based on nationally recognized criteria, which measure the overall health and vitality of each Roanoke neighborhood and, by extension, the overall health and vitality of Roanoke City.

**Action:** In collaboration with City administration and additional public and private local, regional, state and national resources, develop and/or adopt healthy community indices, and establish and implement methodologies to collect data sufficient to support annual State of the Neighborhoods Report conclusions.

**Goal 3:** *Oversee the administration of the Neighborhood Grant Program, such funds granted under the Neighborhood Grant Program to meet criteria established by the RNA. First round due in January 2004.*

**Action:** RNA committee voted the following guidelines for considering grants:

1. Grants are to be considered against the city's Vision 2020 plan
2. Grants are to be considered that include criteria that will advance Roanoke's status as an All America City
3. Grants must include performance measurements.

4. Grants are open to all organizations whose primary focus is on neighborhoods or whose project significantly impacts the overall improvement of a neighborhood.

**Action:** RNA members, including Vice Chair-elect Sandra Kelly, Secretary-elect John Renick, and members Shirley Bethel and Bob Caudle, took part in a grants training program for neighborhood leaders in December 2003. The training was open to all organizations and advertised so as to attract new organizations interested in funding opportunities to assist in their neighborhood improvement efforts.

**Action:** Established Grants subcommittee chaired by John Griessmayer. This committee will have 5 members. Neighborhood and Housing Services and the Office of Management and Budget will staff the committee.

## **Category 2: Outreach to neighborhoods and interaction with groups**

**Goal 1:** *Assist and work with the Department of Housing and Neighborhood Services in recruitment of volunteers, outreach and support to neighborhoods and neighborhood organizations by serving as a liaison to neighborhood groups by regularly attending neighborhood meetings, being involved in community projects, trainings, or other activities and providing written feedback and recommendations about needs, events, and activities in neighborhoods.*

**Strategy:** Have each RNA member be assigned as liaison to RNA for specific neighborhood groups.

**Action:** The RNA member is to contact his or her organizations by Oct. 13, 2003, and establish a time to visit with the groups to explain the Roanoke Neighborhood Advocates group and its mission. **Goal ongoing.**

**Action:** RNA members presented a draft of the survey to The President's Council for input before distributing to various neighborhood groups. **Done: Sept. 29, 2003**

**Action:** RNA will prepare a survey that seeks to identify goals and issues in the neighborhoods. This will be distributed through neighborhood groups and other public channels. The data from the survey will be used as an aid to developing the RNA strategic plan and to development of RNA programs **Done Sept. 14, 2003**

**Action:** Begin distribution of survey to neighborhood groups Oct. 27, 2003, through RNA members' visits to public forums or neighborhood meetings.

## **Category 3: Transfer of information from neighborhoods to governmental groups:**

**Goal 1:** *Advise council and city administration concerning existing and proposed public policies affecting the vitality of neighborhoods and neighborhood organizations*

**Strategy:** Research ongoing and proposed Council and Administration policy initiatives affecting the health and vitality of Roanoke's neighborhoods and neighborhood organizations. Utilizing healthy community indices, and with significant public input, prioritize results according to overall net effect on neighborhoods and neighborhood organizations and submit recommendations to Council and Administration.

**Strategy:** Create and maintain formal advocacy procedure that allows all citizens equitable access to RNA advocacy process. Advocacy process will ensure that any citizen may bring any issue before the RNA. Agreement by the RNA that an issue is of significant

importance to the health and vitality of all Roanoke neighborhoods will mandate that RNA begin formal advocacy actions relative to the issue brought before it.

**Goal 2:** *Advise the Department of Housing and Neighborhood Services concerning neighborhoods and neighborhood organizations*

**Strategy:** Ensure broader neighborhood participation that is more culturally inclusive.

**Strategy:** Facilitate institutional partnerships to focus on community goals

**Strategy:** Reinvigorate the importance of community building and the creation of social capital

#### **Category 4: Transfer of information to neighborhoods**

**Goal 1:** *Inform neighborhood-based organizations and the public of existing and proposed public policies and courses of action that support neighborhoods and neighborhood organizations*

**Strategy:** Research ongoing and proposed Council and Administration policy initiatives affecting the health and vitality of Roanoke's neighborhoods and neighborhood organizations. Utilizing healthy community indices, and with significant public input, prioritize results according to overall net effect on neighborhoods and neighborhood organizations and submit recommendations to neighborhoods and neighborhood organizations.

**Strategy:** Utilize high and low tech information publishing methods to disseminate information to neighborhood-based organizations and the public

**Action:** Create an RNA presence on the Roanoke Neighborhood Services website.

**Action:** Have an RNA member write a regular column in the new Housing & Neighborhoods' newsletter

**Goal 2:** *Advise neighborhood-based organizations in building their organizational, administrative and advocacy capacities*

**Strategy:** Improve the organizational structure and leadership development of neighborhood-based organizations

**Action:** Determine the five best-practices organizational structure and leadership development models for neighborhood-based organizations.

**Action:** Develop and offer certified organizational structure and leadership development training and education program to all neighborhood-based organizations.

The preceding represents the RNA Committee's discussions and efforts through the end of December 2003. Regular updates of this plan will be submitted to Council quarterly or as otherwise requested. The Committee hopes to update Council in person in early 2004.



# CITY OF ROANOKE

## PLANNING BUILDING AND DEVELOPMENT

215 Church Avenue, S.W., Room 166  
 Roanoke, Virginia 24011  
 Telephone: (540) 853-1730 Fax: (540) 853-1230  
 E-mail: [planning@ci.roanoke.va.us](mailto:planning@ci.roanoke.va.us)

Architectural Review Board  
 Board of Zoning Appeals  
 Planning Commission

January 20, 2003

Honorable Ralph K. Smith, Mayor  
 Honorable C. Nelson Harris, Vice Mayor  
 Honorable William D. Bestpitch, Council Member  
 Honorable M. Rupert Cutler, Council Member  
 Honorable Alfred T. Dowe, Jr., Council Member  
 Honorable Beverly T. Fitzpatrick, Jr., Council Member  
 Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Request from Creekside Center, LLC, represented by Maryellen F. Goodlatte, attorney, that two tracts of land located at the intersection of Shenandoah Avenue and Peters Creek Road, N.W., identified as official Tax Map Numbers 6030116 and 6030106, be rezoned from RM-2, Residential Multi-Family, Medium Density District, to C-2, General Commercial District.

### Planning Commission Action:

Public hearing was held on December 18, 2003. By a vote of 6-0 (Mr. Butler absent), the Commission recommended the proposed rezoning to City Council.

### Background:

The two subject parcels are surplus properties owned by the Virginia Department of Transportation. The petitioner is the contract purchaser of the two vacant properties, which total 0.136 acres.

### Considerations:

The subject properties are located at the intersection of Shenandoah Avenue and Peters Creek Road, N.W., and are currently zoned RM-2, Residential Multi-Family, Medium Density. Surrounding zoning and land uses are as follows:

- The adjoining properties to the east and north are two large tracts containing approximately eleven (11) acres and zoned C-2, General

Commercial, with conditions related to the development and use of the property. They are owned by Food Lion and currently containing a Food Lion store.

- Properties across Shenandoah Avenue to the south and southwest are zoned RS-3 and are developed for single-family residences.
- The properties to the west on the opposite side of Peters Creek Road and to the north of Shenandoah include two parcels zoned RM-2, Residential Multi-family, Medium Density. One is a 1.2-acre vacant parcel and the other is a 12-acre tract that contains an 18-building, multi-family development.

The two commercial tracts adjoining the subject parcels were rezoned in 1998 to C-2, with conditions, to permit the construction of a Food Lion grocery store with two outparcels. The petitioner plans to purchase the two outparcels and to develop them for retail purposes. The conditions on the C-2 outparcels include limitations on use of the property, specifically prohibiting outdoor advertising, automobile repair, establishments primarily engaged in the sale or rental of automobiles, trucks and construction equipment, and automobile painting and body shops. The petitioner's request to rezone the adjoining surplus properties of VDOT would permit development of the two outparcels without the side yard depth and landscaped buffer that would otherwise be required on the C-2 properties because of their being contiguous with residentially-zoned parcels.

The two surplus properties owned by VDOT, as a result of Peters Creek Extension, are no longer viable residential properties. The granting of the rezoning request would provide for more flexibility in the development of the two outparcels on the Food Lion tract.

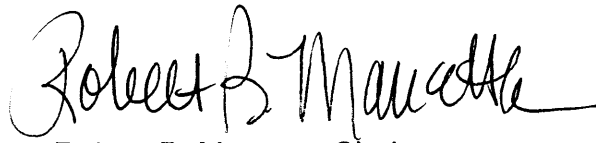
The request to rezone the two subject parcels is consistent with the policies of **Vision 2001-2020** to encourage commercial development in appropriate areas (i.e., key intersections and centers) of Roanoke and to maximize utilization of commercial sites.

No one has contacted the planning staff in opposition to this petition.

Recommendation:

By a vote of 6-0, the Commission recommends the proposed rezoning, given the size and surplus status of the two subject properties and the adjoining C-2 tracts and their potential commercial development.

Respectfully submitted,

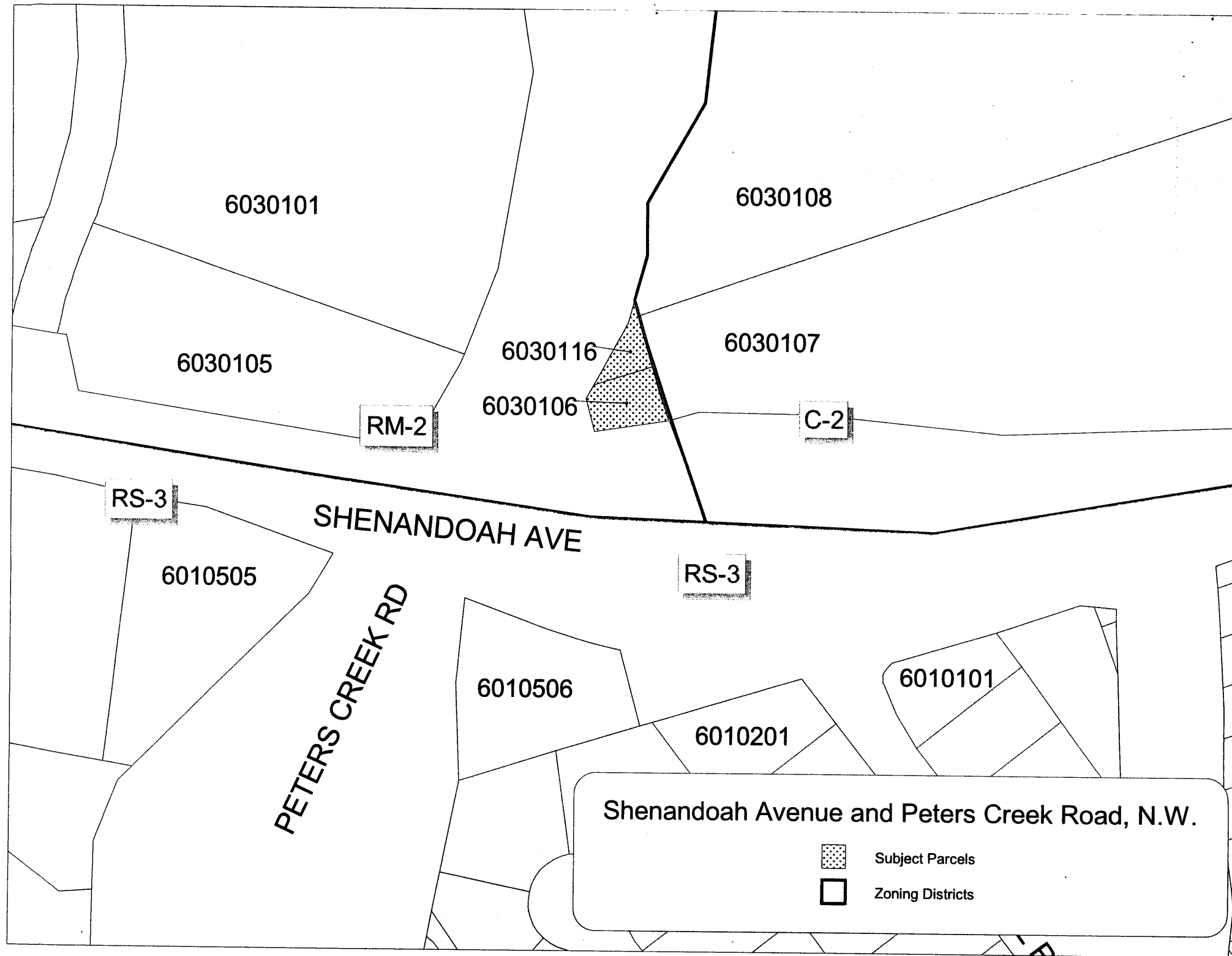
A handwritten signature in black ink, reading "Robert B. Manetta". The signature is fluid and cursive, with the first name "Robert" and last name "Manetta" clearly legible.

Robert B. Manetta, Chairman  
Roanoke City Planning Commission

attachments

cc: Darlene L. Burcham, City Manager  
Rolanda Russell, Assistant City Manager for Community Development  
William M. Hackworth, City Attorney  
Steven J. Talevi, Assistant City Attorney  
Maryellen F. Goodlatte, Attorney for the Petitioner





**IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA**

**IN RE:**

**Rezoning of two tracts of land located at the intersection of Shenandoah Avenue and Peters Creek Road, N.W., identified as official Tax Map Numbers 6030116 and 6030106, from RM-2, Residential Multi-Family, Medium Density District, to C-2, General Commercial District.**

**PETITION FOR REZONING**

**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:**

The Petitioner, Creekside Center, LLC, a Virginia limited liability company, ("Creekside Center") has the contract right to purchase the following property in the City of Roanoke, Virginia:

Tax Map No. 6030106, 0.0891 acres, Shenandoah Avenue, N.W.  
Tax Map No. 6030116, 0.0469 acres, Shenandoah Avenue, N.W.

Said tracts are currently zoned RM-2, Residential Multi-Family, Medium Density District. A map of the property to be rezoned is attached as Exhibit A.

Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, Petitioner requests that the said property be rezoned from RM-2, Residential Multi-Family, Medium Density District, to C-2, General Commercial District, to facilitate the development of two outparcels being purchased by Petitioner on adjoining commercial property (a portion of tax map parcels 6030108 and 6030107 now owned by Food Lion, LLC). The concept plan dated October 30, 2003, is attached hereto as Exhibit B ("Concept Plan").

Your petitioner believes the rezoning of the property will further the intent and purposes of the City's Zoning Ordinance and Vision 2001-2020 Comprehensive Plan. These are surplus lots which are vacant and will remain vacant. However, rezoning them from RM-2 to C-2 will permit the adjoining retail development planned by Petitioner to occur without artificial requirements triggered by proximity to these two now residentially zoned small tracts.

Attached as Exhibit C are the names, addresses and tax numbers of the owners of all lots or properties immediately adjacent to, immediately across a street or road from the property to be rezoned.

WHEREFORE, your Petitioner requests that the above-described tracts be rezoned as requested in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

Respectfully submitted this 4<sup>th</sup> day of November, 2003.

Creekside Center, LLC

By: Maryellen F. Goodlatte  
of Counsel

Maryellen F. Goodlatte, Esq.  
Glenn, Feldmann, Darby & Goodlatte  
210 1<sup>st</sup> Street, S.W., Suite 200  
P. O. Box 2887  
Roanoke, Virginia 24001-2887

(540) 224-8018 – Telephone  
(540) 224-8050 – Facsimile



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

**PHILIP A. SHUCET**  
COMMISSIONER

PO BOX 3071  
SALEM, VA 24153-0560

**FRED ALTIZER, JR.**  
DISTRICT ADMINISTRATOR

October 27, 2003

Ms. Martha Franklin  
Roanoke City Planning Commission  
Municipal Building, First Floor Room 162  
215 Church Avenue, S.W.  
Roanoke, Virginia 24011

**SUBJECT:** Rezoning of Surplus Parcels  
Location Intersection  
Shenandoah Avenue and Peters Creek Road N.W.  
Tax Map Numbers 6030116 and 6030106

Dear Ms. Franklin:

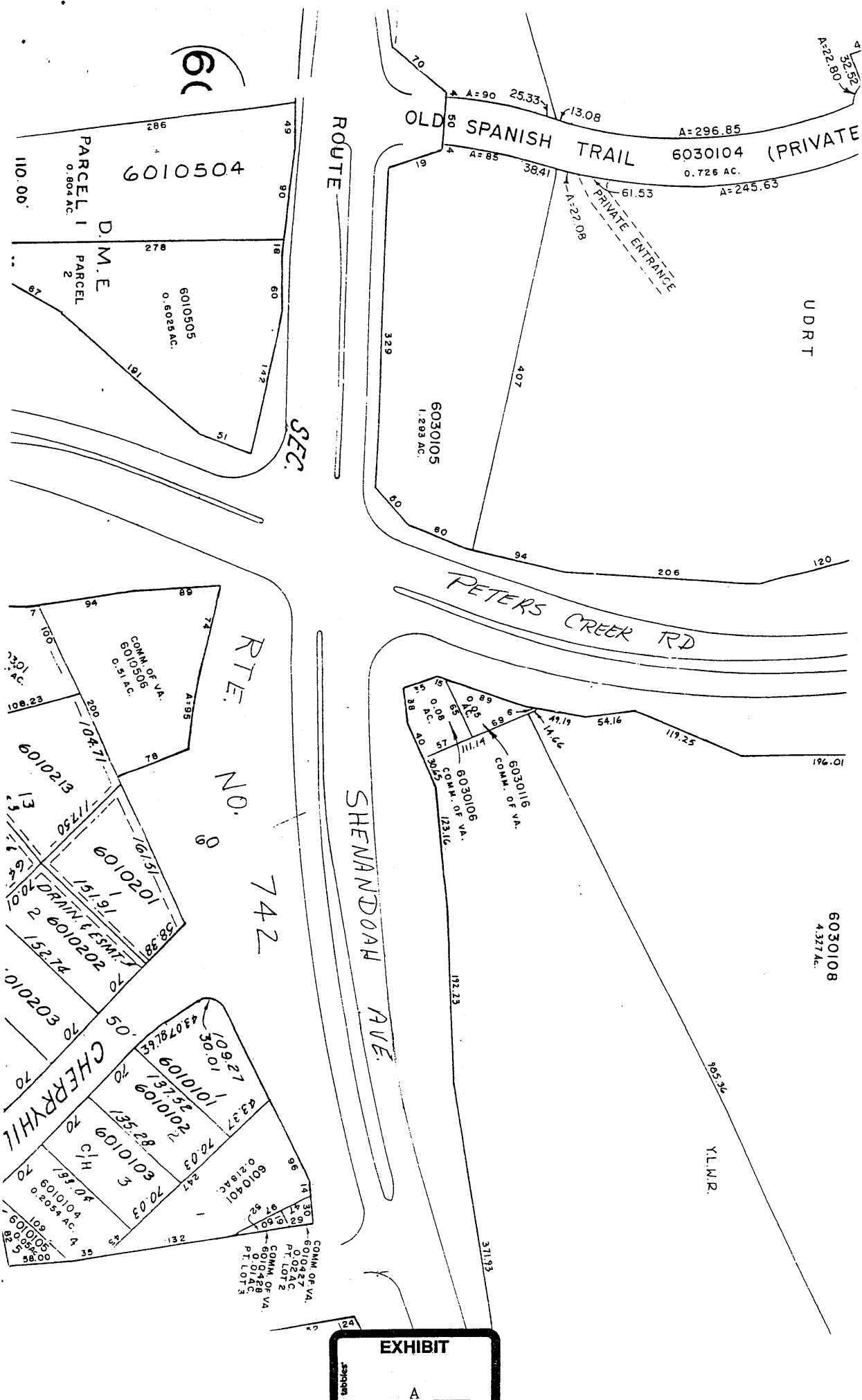
The Commonwealth of Virginia, owner of the property subject to this petition, hereby consents to this rezoning petition.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack P. Orr".

Jack P. Orr  
District Right of Way & Utilities Manager

/lhs





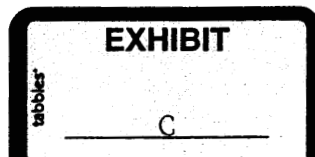
ADJOINING PROPERTY OWNERS

FOR

Tax Parcel Number 6030106, containing 0.0891 Acre, Zoned RM-2, and  
Tax Parcel Number 6030116, containing 0.0469 Acre, Zoned RM-2

COMMONWEALTH OF VIRGINIA

Tax Map Number	Owner/Owners and Mailing Address
6030101	Laurel Ridge Associates LLC 2 Eaton Street, Suite 1100 Hampton, Virginia 23669
6030105	Ban-Bar Associates P. O. Box 1538 Salem, Virginia 24153
6010505	Ernest J. Walker and Linda H. Walker 4302 Shenandoah Avenue, N.W. Roanoke, Virginia 24017
6010506	Commonwealth of Virginia 4302 Shenandoah Avenue, N.W. Roanoke, Virginia 24017
6010213	Curtis R. Allen 473 Frances Drive, N.W. Roanoke, Virginia 24017
6010201	Elscena G. Shepherd 480 Cherry Hill Road, N.W. Roanoke, Virginia 24017
6010101	Irvin C. Miller, Sr. 479 Cherry Hill Road, N.W. Roanoke, Virginia 24017
6030107	Food Lion LLC P. O. Box 1330 Salisbury, North Carolina 28145



6030108

Food Lion LLC  
P. O. Box 1330  
Salisbury, North Carolina 28145



## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 603, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City; and dispensing with the second reading by title of this ordinance.

WHEREAS, Creekside Center, L.L.C. has made application to the Council of the City of Roanoke to have the hereinafter described property rezoned from RM-2, Residential Multi-Family, Medium Density District, to C-2, General Commercial District;

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36.1-693, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on January 20, 2004, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 603 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular manner

and no other:

Those two tracts of land located at the intersection of Shenandoah Avenue and Peters Creek Road, N.W., and designated on Sheet No. 603 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax Nos. 6030116 and 6030106, be, and are hereby rezoned from RM-2, Residential Multi-Family, Medium Density District, to C-2, General Commercial District, as set forth in the Petition filed in the Office of the City Clerk on November 4, 2003, and that Sheet No. 603 of the 1976 Zone Map be changed in this respect.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



**CITY OF ROANOKE  
OFFICE OF THE CITY MANAGER**

Noel C. Taylor Municipal Building  
215 Church Avenue, S.W., Room 364  
Roanoke, Virginia 24011-1591  
Telephone: (540) 853-2333  
Fax: (540) 853-1138  
CityWeb: [www.roanokegov.com](http://www.roanokegov.com)

January 20, 2004

Honorable Ralph K. Smith, Mayor  
Honorable C. Nelson Harris, Vice Mayor  
Honorable William D. Bestpitch, Council Member  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr., Council Member  
Honorable Beverly T. Fitzpatrick, Jr., Council Member  
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Concurrent Resolution  
Authorizing Creation of the Western  
Virginia Water Authority

As you are aware, the City and Roanoke County have been working on creation of a regional water and wastewater authority, to be known as the Western Virginia Water Authority (Authority). The Authority will be responsible for all functions and operations in the combined City and County service area including operation and maintenance of facilities, finances, bonding, rate setting, billing, and capital construction. Utility assets and current utility employees from both jurisdictions will be transferred to the Authority.

City Council and Roanoke County Board of Supervisors are responsible for appointing members to the Authority's seven member governing board. The concurrent resolution also allows for delegation of storm water operations if desired at a later date.


Honorable Mayor and Members of Council  
January 20, 2004  
Page 2

Recommended Action:

Adopt the concurrent resolution to create the Western Virginia Water Authority.

Authorize the City Attorney to file Articles of Incorporation with the State Corporation Commission.

Respectfully submitted,



Darlene L. Burcham  
City Manager

DLB/mtm

c: Jesse A. Hall, Director of Finance  
William M. Hackworth, City Attorney  
Mary F. Parker, City Clerk  
George C. Snead, Jr., Assistant City Manager for Operations  
Michael McEvoy, Director of Utilities

CM04-0005

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION creating the Western Virginia Water Authority.

WHEREAS, the Board of Supervisors of Roanoke County, Virginia (“County”) and the City Council of the City of Roanoke, Virginia (“City”) have determined that it is in the best interests of the Roanoke Valley to create the Western Virginia Water Authority pursuant to the provisions of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended (“Act”), and desire to do so by the adoption of concurrent resolutions, and a public hearing has been held in accordance with the requirements of §15.2-5104 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke, as follows:

1. Creation of the Authority. There is hereby created the Western Virginia Water Authority (“Authority”).
2. Articles of Incorporation. The Articles of Incorporation of the Western Virginia Water Authority are as follows:

**ARTICLES OF INCORPORATION  
OF THE  
WESTERN VIRGINIA WATER AUTHORITY**

The Board of Supervisors of Roanoke County and the Council of the City of Roanoke have by concurrent resolution adopted the following Articles of Incorporation

of the Western Virginia Water Authority, pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended) (“Act”).

## **ARTICLE I**

The name of the Authority shall be the Western Virginia Water Authority and the address of its principal office is 2012 South Jefferson Street, Suite 200, Roanoke, Virginia 24014.

## **ARTICLE II**

The names of the incorporating political subdivisions are the County of Roanoke, Virginia and the City of Roanoke, Virginia. The County of Roanoke and the City of Roanoke, as the incorporating political subdivisions, hereby acknowledge, covenant, and agree that these Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the incorporating political subdivisions. None of the following actions shall be taken or permitted to occur by the Board of the Authority without the affirmative vote of a majority of the members from each incorporating political subdivision on the Board of the Authority:

- (1) The inclusion of additional political subdivisions in the Authority;
- (2) Additional agreement with other political subdivisions, entities, or persons, for the bulk sale of surplus water or the acceptance and treatment of waste water.

(3) The recommendation to the governing bodies for the appointment of the seventh member of the Board of the Authority.

### ARTICLE III

The Board of the Authority shall consist of seven members. The names, addresses, and terms of office of the initial members of the Board of the Western Virginia Water Authority (“Authority”) are as follows:

1. Elmer C. Hodge, County Administrator – 3 year term  
Roanoke County Administration Center  
5204 Bernard Drive  
P. O. Box 29800  
Roanoke, VA 24018
2. Michael W. Altizer, Board of Supervisors – 2 year term  
3108 Valley Stream Drive  
Roanoke, VA 24014
3. H. Odell “Fuzzy” Minnix , Citizen – 4 year term  
3314 Kenwick Trail, SW  
Roanoke, VA 24018
4. Darlene L. Burcham, City Manager – 3 year term  
Noel C. Taylor Municipal Building  
City Manager’s Office  
215 Church Avenue, Room 364  
Roanoke, VA 24011
5. M. Rupert Cutler, City Council –2 year term  
2865 Jefferson Street, SE  
Roanoke, VA 24014
6. Robert C. Lawson, Jr., Citizen – 4 year term  
Suntrust Bank, Suntrust Plaza  
10 Franklin Road, SE, 9<sup>th</sup> Floor  
Roanoke, VA 24001  
P. O. Box 2867  
Roanoke, VA 24001

7. George W. Logan – Citizen – 4 year term  
2217 Crystal Spring Ave., SW, Suite 200  
Roanoke, VA 24014  
P. O. Box 1190  
Salem, VA 24153

The terms of office of each of the initial members shall begin on the date of issuance of a certificate of incorporation or charter for the Authority by the State Corporation Commission. The governing body of each participating political subdivision shall appoint the number of members, who may be members of the governing body, set forth opposite its name below:

County of Roanoke - three

City of Roanoke – three

A seventh member shall be appointed jointly by the City of Roanoke and County of Roanoke. The six members of the Authority Board shall recommend to the City and the County the appointment of the seventh member. The City and the County shall ratify and confirm the appointment of the seventh member. If the City and the County fail to act or are unable to act within 60 days of the receipt of this recommendation, then the appointment of the seventh member shall be made by the judges of the Circuit Court for the 23<sup>rd</sup> Judicial Circuit.

Initially, the governing body of the County of Roanoke shall appoint one member for a four-year term, one member for a three-year term, and one member for a two-year term. Initially, the governing body of the City of Roanoke shall appoint one member for a four-year term, one member for a three-year term, and one member for a two-year term.



After the initial terms, each member shall be appointed for a four-year term or until a successor is appointed and qualified. The governing body of each political subdivision shall be empowered to remove at any time, without cause, any member appointed by it and appoint a successor member to fill the unexpired portion of the removed member's term.

Each member shall be reimbursed by the Authority for the amount of actual expenses incurred in the performance of Authority duties.

#### **ARTICLE IV**

The purposes for which the Authority is to be formed are to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage and maintain a water, waste water, sewage disposal and storm water control system and related facilities pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended ("Act"). The Authority shall have all of the rights, powers, and duties of an authority under the Act.

It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for the proposed projects.

#### **ARTICLE V**

The Authority shall serve the County of Roanoke, the City of Roanoke, and to the extent permitted by the Act and by the terms of these Articles and the Western Virginia Water Authority Member's Use Agreement, such other public or private entities as the

Authority may determine upon the terms and conditions established pursuant to such contracts.

## **ARTICLE VI**

The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the incorporating political subdivisions.

3. Effective immediately. This resolution shall take effect immediately upon its adoption.

ATTEST:

City Clerk.



**RALPH K. SMITH**  
Mayor

# CITY OF ROANOKE

## CITY COUNCIL

215 Church Avenue, S.W.  
Noel C. Taylor Municipal Building, Room 456  
Roanoke, Virginia 24011-1536  
Telephone: (540) 853-2541  
Fax: (540) 853-1145

**Council Members:**  
William D. Bestpitch  
M. Rupert Cutler  
Alfred T. Dowe, Jr.  
Beverly T. Fitzpatrick, Jr.  
C. Nelson Harris  
Linda F. Wyatt

January 20, 2004

The Honorable Mayor and Members  
of City Council  
Roanoke, Virginia

Dear Mayor and Members of Council:

We jointly sponsor a request of Sharon Sue Altice, to address Council with regard to concerns in her neighborhood at the regular meeting of City Council on Monday, January 20, 2004.

Sincerely,

A handwritten signature in black ink that reads "Linda F. Wyatt".

Linda F. Wyatt, Council Member

A handwritten signature in black ink that reads "M. Rupert Cutler".

M. Rupert Cutler, Council Member

LFW/MRC:snh

c: City Attorney  
Director of Finance  
City Clerk